

**MUSEUM OF CONTEMPORARY ART
MCA x VIRGIL ABLOH DESIGN CHALLENGE COMPETITION
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR BE AWARDED A PRIZE.
ALL FEDERAL, STATE, PROVINCIAL, LOCAL AND MUNICIPAL LAWS AND
REGULATIONS APPLY. VOID WHERE PROHIBITED.**

**Any questions regarding the Competition may be sent to Abraham Ritchie
at aritchie@mcachicago.org**

The MCA x Virgil Abloh Design Challenge Competition (the “Competition”) is sponsored by the Museum of Contemporary Art (“MCA”). For purposes of the Competition and these terms and conditions (the “Official Rules”), “MCA” shall include MCA’s affiliates, related entities, and any other persons or entities directly involved with the Competition, and each of their respective officers, directors, employees, agents and other representatives.

1. COMPETITION OVERVIEW.

Entrants are challenged to create a design responsive to the following prompt:

Take something boring or broken and turn it into something extraordinary.

The design must be uploaded as a video post to Instagram in accordance with the guidelines (the “Submission Guidelines”) found at: <https://mcachicago.org/Learn/Youth/MCA-X-Virgil-Abloh-Design-Challenge>.

2. ELIGIBILITY.

2.1 Eligibility Criteria.

(a) Individuals who wish to enter the Competition (“Entrants”) must be:

(i) either a legal resident of, or enrolled in a school located in, the Chicagoland area during the Competition Period. The Chicagoland area is defined as the following Illinois counties: Cook, Lake, DuPage, Kane and Will, as well as Lake County, Indiana; and

(ii) between fourteen (14) and twenty-one (21) years of age at the time of entry.

(b) Entrants under the age of eighteen (18) must obtain parental consent to participate.

(c) If requested by MCA, Entrants must provide a government-issued form of identification that confirms Entrants’ age, residency or proof of enrollment in an elementary school, high school or college program.

(d) Employees, directors, officers, and trustees of MCA, Facebook, and anyone involved in the production or administration of this competition (including members of the Initial Jury and VIP Jury (as defined in Section 5 below)), and any members of their immediate families or households are not eligible to participate in the Competition.

3. **COMPETITION PERIOD; KEY DATES.**

Entrants may submit entries (each an “Entry”) in accordance with Section 4.1 beginning at 8:00 AM CT on June 10, 2019, and concludes at 11:59 PM CT on July 12, 2019 (the “Submission Period”). Winners shall be selected in accordance with Section 5 on or before August 10, 2019, and shall be notified by MCA within seven (7) days of selection as described in Section 5.5. The “Competition Period” commences at the start of the Submission Period and ends at 11:59 PM CT on August 24, 2019.

4. **HOW TO ENTER.**

4.1 Submission Process.

(a) Entrants that meet the eligibility criteria described in Section 2.1 may submit Entries during the Submission Period by posting the Entry on the Entrant’s Instagram account during the Submission Period. Late Entries will not be considered. There are no other accepted methods of entry (for example, emailed Entries shall not be eligible for consideration).

(b) Entrant’s Instagram account must be “public” during the Submission Period. Entries posted to private accounts will not be received or considered. Entrants must be able to receive direct messages through their Instagram account (so that MCA may contact the Entrant if needed).

(c) Entrants may submit multiple Entries; however, Entrants may use only one (1) Instagram account to post Entries. If an Entrant creates multiple accounts to submit Entries, such Entrant shall be disqualified from the Competition.

4.4 Lost or Incomplete Entries. Entrants assume all risk of lost, late, misdirected, incomplete, or illegible Entries. Incomplete, corrupted, garbled, misdirected or otherwise illegible Entries, or Entries that do not comply with these Official Rules, are void and will not be accepted.

4.5 Entry Requirements.

- Entries must be entirely original work created by the Entrant and must not have been previously submitted for another competition or contest.
- Entries must not be made using pre-made, downloadable digital models (such as SketchUp Warehouse). Use of such models will automatically disqualify an Entry from considerations.
- Entries must not include images or voices of any person other than Entrants unless Entrant has obtained written consent.

- Entries may not include or display third party trademarks or logos.
- Entries must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes infringement, or that breaches a contract of Entrant with any third party.
- Entries must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous, derogatory, or libelous.
- Entries must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- Entries must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state, province or country where the Entry is created or in the United States.
- MCA reserves the right to disqualify, at its sole discretion, any Entry that does not comply with these requirements.

5. **SELECTION OF WINNERS.**

5.1 Initial Jury Review. All eligible Entries will first be evaluated by a panel of at least twenty (20) judges including MCA staff members, Instagram staff members, and other individuals selected by MCA based on their personal and professional success in design and the arts, involvement in the Chicago community, and commitment to supporting Chicago’s youth (the “Initial Jury”). The decision of the Initial Jury is final and binding on all Entrants. The Initial Jury will assign a score to each Entry based on the evaluation criteria described in Section 5.2 below. MCA Staff will conduct an initial evaluation, with Instagram staff providing an evaluation on the top forty-five (45) scoring entries. After the Initial Jury conducts their evaluations, the fifteen (15) Entries with the highest scores from all evaluations will advance to the “VIP Jury Review” described in Section 5.3 below. Senior MCA staff will break any tie using the same criteria.

5.2 Evaluation Criteria – Initial Jury. The Initial Jury described in Section 5.1 above will evaluate each Entry based on the elements described below. Each element will be awarded a score between 0 and 5; the maximum possible score is 20 points:

- (a) Inspiration: How does the Entrant creatively use the materials and inspiration on hand?
- (b) Personal Connection: Is the Entry design rooted in close observation and reflection on your unique experience?
- (c) Innovation: Does the Entry show a unique or surprising approach to problem-solving?

(d) Impact: Does the Entry address a real need for real people in the Entrant's life/community?

5.3 VIP Jury Review. The fifteen (15) highest scoring Entries as determined by the Initial Jury (the "Finalists") may be subject to an interview conducted by Instagram and, if requested, must provide two (2) high-quality photographs of the entry in accordance with the Submission Guidelines. They will also be asked to prove their eligibility according to the Eligibility Criteria (Section 2.) The Finalists will then progress to a second round of review conducted by a panel chaired by the artist Virgil Abloh (the "VIP Jury"). Members of the VIP Jury will include the Director of the MCA, Madeleine Grynsztejn, Chief Curator Michael Darling, artist and designer Virgil Abloh, Instagram representative(s), and other individuals committed to artistic innovation and excellence as chosen by MCA in its sole discretion. The decision of the VIP Jury is final and binding on all Finalists.

5.4 Evaluation Criteria – VIP Jury. The VIP Jury will evaluate those Entries that advanced from the Initial Jury round based on the elements described in Section 5.2 above, plus the two (2) additional elements listed below and the interview conducted by Instagram. Each element will be awarded a score between 0 and 5; the maximum possible score is 35 points.

(a) Leadership Potential: How will the Entrant use the visibility resulting from their selection as a Winner?

(b) Equity: How will the entrant add to an equitable and diverse narrative for the youth of the community?

5.5 Notification of Winners. After the VIP Jury's evaluation is complete, Mr. Abloh, in his sole discretion will select between three (3) and five (5) winners (each, a "Winner"). Each Winner will be notified by MCA via a direct message to Entrant's Instagram account and a comment on their winning post. All Winners must reply to such notification within five (5) days from the date of notification, or the applicable prize may be forfeited and an alternate Winner may be selected.

5.6 Selection/Replacement of Jury Members. Members of the Initial Jury and VIP Jury are chosen by MCA, and MCA reserves the right to remove or replace any member of the Initial Jury or VIP Jury in MCA's sole and absolute discretion.

6. **PRIZE INFORMATION.**

Each Winner will receive the following prizes (the "Prize"):

(a) A "Meet and Greet" with Virgil Abloh and the other Winners.

(b) A video produced by Instagram profiling the Winner and their winning Entry, which will be shown at the MCA. This prize is subject to Winner's (or Winner's parent or guardian, if Winner is under eighteen (18) years of age) acceptance of Instagram's terms and conditions found at: <https://help.instagram.com/581066165581870>.

(c) A copy of the *Virgil Abloh: Figures of Speech* catalogue signed by Mr. Abloh.

(d) Two (2) Virgil Abloh “artist collaboration” t-shirts.

(e) A *Figures of Speech* hoodie.

(f) A one (1) year “Household Membership” to MCA that includes a tote bag designed by Virgil Abloh.

6.2 Meet and Greet. The Winners shall be honored at a “meet and greet” event with Virgil Abloh to be held on August 24, 2019 at the Museum of Contemporary Art Chicago. Each Winner may bring up to two (2) guests to the meet and greet event, and Winners are solely responsible for arranging for their transportation to the meet and greet event.

6.3 No Substitution; Other Prize Information. There is no substitution for the Prize described in this Section 6, except that MCA reserves the right to substitute a prize or portion of prize of comparable value. Prizes are not transferrable, and all prize details are at MCA’s sole discretion.

7. PUBLICITY; PERSONAL INFORMATION.

7.1 Publicity. Unless prohibited by law, entry into this Competition constitutes permission for MCA to use each Entrant’s name, address and or/likeness for advertising and trade purposes without further compensation or right of review or approval, worldwide, in perpetuity, in all forms of media now known and hereinafter devised, including, without limitation, the internet. Entrants’ names, likenesses and photos and videos (including the Entry) may be posted online at MCA’s website, MCA’s social media channels, and other locations, as well as used at events MCA may host or attend. Each Entrant hereby expressly consents to such uses.

7.2 Personal Information. Entrants acknowledge and agree that MCA and its authorized agents may collect, process, store, use and disclose Entrants’ personal information (including, name, email address, phone number and physical address, and other information) for the purposes of administering this Competition, including contacting Entrants and verifying an Entrant’s identity, contact information or eligibility to participate in the Competition or to receive any prize, and as required or permitted by applicable law. In addition, each Winner consents to the disclosure of his or her name to persons who request such information in accordance with Section 14 below. Additional information about how MCA will collect and use Entrants’ personal information can be found at: <https://mcachicago.org/Privacy-Policy>.

8. WAIVER OF CLAIM; ENTRANTS’ REPRESENTATIONS AND WARRANTIES; RIGHTS IN ENTRY.

8.1 Waiver of Legal Claims. By participating in this Competition, Entrants agree to be bound by the decisions of MCA and waive any and all legal claims against MCA and agrees not to bring any such claims against MCA at any time in the future. This includes, but is not limited to, claims for violation of publicity rights, claims based on moral rights, claims for intrusion, claims for defamation, claims for fraud, claims for infliction of emotional distress, and claims for copyright or other intellectual property infringement, whether those claims may be based on statutes or common law.

8.2 Ownership of Entry; Grant of Rights. Each Entrant represents and warrants that: (i) it is the author and owner of its Entry, and (ii) that all Entries are original to the Entrant and are not subject to any third party's intellectual property rights. Entrant shall indemnify MCA for any liability or costs incurred by a breach of this Section.

8.3 Grant of License. By submitting an Entry, each Entrant (including all team members) hereby grants MCA a royalty-free, irrevocable, perpetual, nonexclusive, transferable license to use, reproduce, modify, publish, create derivative works from, and display the Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any and all media form of communication, including written, audio, video, photographic and other electronic media, whether now existing or hereafter developed, for purposes of evaluation, promotion, marketing and other related purposes of the Competition, as deemed appropriate by MCA. For avoidance of doubt, the license in this Section applies to all materials included in the Entry, but does not grant MCA the right to develop and/or commercialize the contents of the Entry. If requested, Entrant will sign any documentation that may be required for MCA or its designees to make use of the non-exclusive rights Entrant is granting to use the Entry.

8.4 No Royalties or Payments. Except where prohibited or restricted by law, Entrant waives any right to royalties or other payment for MCA use of the Entry, and also waives all rights to inspect or approve MCA's use of the Entry in accordance with these Official Rules.

8.5 No Obligation to Publish. Entry into this Competition and agreement to these terms does not obligate MCA to publish any Entries.

9. **PRIZE CLAIM CONDITIONS.**

(a) Each Winner selected in accordance with Section 5 is subject to verification of eligibility and compliance with these Official Rules.

(b) Each Winner must complete and return to MCA (or its authorized agent) a written affidavit of eligibility and compliance and a liability and publicity release (collectively, the "Release"), which Release, among other things, releases MCA from any liability in connection with this Competition or the acceptance, possession, use or misuse of any Prize. Winners must return the Release to MCA within seven (7) days of the notice received from MCA. If the Winner is under the age of eighteen (18), the Release must be completed and returned by Winner's parent or legal guardian.

(c) Each Winner is solely responsible for all taxes (federal, state and local for all applicable jurisdictions) and other expenses related to acceptance and use of the Prize. If the Winner is under the age of eighteen (18), Winner's parent or legal guardian shall be responsible for all such taxes and expenses.

(d) Any person winning \$600 or more worth of prizes from MCA in a calendar year will receive an IRS form 1099 from MCA after the end of the calendar year in which the prizes were awarded, and copy of such form will be filed with the Internal Revenue Service, or such other tax form as may be required by the laws of the jurisdiction in which the winner resides. Each

Winner shall complete all tax documentation required by the law of the jurisdiction in which the Winner resides (“Tax Documentation”).

(e) Disqualification, forfeiture, or termination may result in the event of any of the following: return of any Winner notification as undeliverable; inability of MCA to reach a Winner or failure of a Winner to respond to MCA’s notification in accordance with subsection (b) above; failure by Entrant to provide proof of eligibility (if requested), the Release documents, Tax Documentation or other required documentation in a timely manner; or other act, or failure to act, resulting in non-compliance by Entrant with these Official Rules.

10. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY.

MCA reserves the right to suspend or modify this Competition, or these Official Rules, in whole or in part, at any time and without notice or obligation, at MCA’s sole and absolute discretion. Without limiting the generality of the foregoing, if the Competition, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of MCA, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, MCA may, in its sole discretion, void any suspect Entries and: (a) terminate the Competition, or any portion thereof; (b) modify or suspend the Competition, or any portion thereof, to address the impairment and then resume the Competition, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award any prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the selection criteria discussed above.

11. WAIVERS AND RELEASES; LIMITATION OF LIABILITY.

11.1 WAIVERS AND RELEASES. BY ENTERING THE COMPETITION, ENTRANTS (INCLUDING ALL TEAM MEMBERS) AGREE: (A) TO BE BOUND BY THESE OFFICIAL RULES AND DECISIONS OF MCA; (B) TO WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THE COMPETITION OR THESE OFFICIAL RULES; (C) THAT THEY MAY BE CONTACTED IN PERSON, BY PHONE OR BY EMAIL, WITH RESPECT TO THE COMPETITION; AND (D) THAT MCA, AND ITS AND THEIR AFFILIATES AND RELATED COMPANIES, SUBSIDIARIES, DIVISIONS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION (INCLUDING FACEBOOK, INSTAGRAM AND MEMBERS OF THE INITIAL JURY AND VIP JURY) (THE “RELEASED PARTIES”), HAVE NO LIABILITY WHATSOEVER FOR, AND ENTRANTS SHALL HOLD HARMLESS AND RELEASE THE RELEASED PARTIES FROM, ANY AND ALL LIABILITY FOR ANY PRESENT OR FUTURE INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY ARISING FROM OR RELATED TO (X) ENTRY OR PARTICIPATION (OR INABILITY TO ENTER OR PARTICIPATE) IN THIS COMPETITION, INCLUDING ACCESS TO AND USE OF THE COMPETITION WEBSITE; (Y) ANY CLAIMS BASED ON PERSONALITY RIGHTS, DEFAMATION OR PRIZE DELIVERY; OR (Z) THE ACCEPTANCE, POSSESSION, USE,

OR MISUSE OF A PRIZE (OR INABILITY TO ACCEPT, POSSESS OR USE A PRIZE), INCLUDING BUT NOT LIMITED TO LIABILITY FOR PERSONAL INJURY, BODILY INJURY (INCLUDING WRONGFUL DEATH), DAMAGE TO PROPERTY, AND DAMAGE OR LOSS OF ANY OTHER KIND. MCA IS NOT RESPONSIBLE FOR PRIZE QUALITY OR UTILITY, AND MAKES NO WARRANTIES, DIRECT OR IMPLIED, RELATING TO ANY PRIZE AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

11.2 LIMITATION OF LIABILITY. MCA IS NOT RESPONSIBLE FOR (A) FAILURE OF ANY COMMUNICATION TO BE RECEIVED BY OR FROM MCA FOR ANY REASON, INCLUDING BUT NOT LIMITED TO: TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, TECHNICAL INCOMPATIBILITY, OR BECAUSE OF A WINNER'S PRIVACY OR SPAM FILTER SETTINGS WHICH MAY DIVERT ANY NOTIFICATION OR OTHER E-MAIL, INCLUDING ANY WINNER NOTIFICATION E-MAIL, TO A SPAM OR JUNK FOLDER; (B) ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF ENTRIES IN, OR FULFILLMENT OF, THE COMPETITION; (C) THEFT, DESTRUCTION, LOSS OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES; (D) ANY PROBLEMS WITH, OR MALFUNCTIONS OR FAILURES OF, TELEPHONE NETWORKS OR LINES, COMPUTERS OR COMPUTER ON-LINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, VIRUSES OR BUGS; (E) GARBLED TRANSMISSIONS OR MISCOMMUNICATIONS; (F); DAMAGE TO A USER'S COMPUTER EQUIPMENT (SOFTWARE OR HARDWARE) OCCASIONED BY PARTICIPATION OR DOWNLOADING OF MATERIALS RELATED TO THIS SWEEPSTAKES; (G) PRINTING, DISTRIBUTION, PROGRAMMING OR PRODUCTION ERRORS, AND ANY OTHER ERRORS OR MALFUNCTIONS OF ANY KIND, WHETHER HUMAN, MECHANICAL, ELECTRONIC OR OTHERWISE; OR (H) TECHNICAL, PICTORIAL, TYPOGRAPHICAL OR EDITORIAL ERRORS OR OMISSIONS CONTAINED HEREIN.

12. APPLICABLE LAW, JURISDICTION, BINDING ARBITRATION.

This contest is void where prohibited. Except where prohibited or restricted by law, as a condition of participating in this Competition, Entrants expressly consent and agree that any and all disputes, claims, and causes of action arising out of or connected with this Competition, or any other event whatsoever respective to the relationship between MCA and Entrant (each, a "Claim"), are to be settled by final and binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") before a single arbitrator in Cook County, Illinois. Except where prohibited or restricted by law, any and all Claims shall be resolved individually, without resort to any form of class action; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If any of this arbitration provision is deemed to be invalid, unenforceable or legal, or otherwise conflicts with the rules of AAA, then the balance of this mandatory arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. Any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, and in no event shall include attorneys' fees. TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW, EACH ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNATIVE, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and MCA in connection with the Competition, will be governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules.

13. SEVERABILITY.

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

14. WINNER INFORMATION.

The names of the Winners may be obtained by sending an email to info@mcachicago.org

15. ACKNOWLEDGEMENT

By checking here, Entrant (or, in the event Entrant is under eighteen (18) years of age, Entrant's parent or legal guardian) acknowledges that he/she has read and agrees to comply with and be bound by these Official Rules.