



# TimberFever 2020 Virtual Design Competition Official Rules

Last Updated: September 24, 2020

NO PURCHASE NECESSARY TO PARTICIPATE.

Moses Structural Engineers Inc. (“MSE”) is hosting the TimberFever 2020 Virtual Design Competition (“**Competition**”) taking place virtually beginning on Thursday, September 24, 2020 at 6:00 PM Eastern Time (ET) and ending on Sunday, September 27, 2020 at 11:59 PM (Eastern Time). TimberFever is a skills competition between teams of 5 or 6 eligible participants (each, a “**Team**”). On Wednesday October 7, 2020 at 6:00 PM ET, a virtual awards ceremony will be hosted to announce the competition’s winning Teams. Further details and background information are available on the TimberFever website at:

[www.TimberFever.com](http://www.TimberFever.com).

## 1. BINDING AGREEMENT

By participating in TimberFever, the participant agrees to comply with these Rules as well as the directions and instructions provided by MSE and any other Competition organiser, and further acknowledges and confirms that all decisions of MSE and the TimberFever organizing committee are final, binding and not subject to review or appeal. Participants must also abide by the TimberFever *Code of Conduct* which may be accessed at: [www.TimberFever.com/competition-rules](http://www.TimberFever.com/competition-rules).

## 2. ELIGIBILITY

The Competition is open to any university student residing in Canada, who has reached the age of majority in the province or state in which the student resides at the time of registration to the Competition and who, throughout the competition:

- is and remains enrolled in a University program in an Architecture or Civil Engineering program and is in one of the following: their second year or beyond of an Undergraduate Bachelor, or in a Master, or a Doctorate program, and
- is a legal resident of Canada or the United States.

Students will be required to submit proof of enrolment to confirm they meet the above educational eligibility criteria. MSE employees, Competition sponsor employees, Competition judges together with members of their respective family living in the same household are not eligible to participate in the Competition.

## 3. APPLICATION PERIOD

To participate in the Competition a duly completed participation application must be submitted through the website located at [www.TimberFever.com](http://www.TimberFever.com) (the “**Competition Website**”) from July 2, 2020 at 00:01 ET until July 31, 2020 at 23:59 ET (the “**Application Period**”). The TimberFever organizing committee may, in its sole discretion and without notice, extend or otherwise modify the Application Period.

## 4. HOW TO APPLY

Applications may not necessarily be accepted. Interested participants must register as individuals for the competition by completing and submitting to MSE the application form (an “**Application**”) available on the Competition Website located at [www.TimberFever.com](http://www.TimberFever.com), following the directions to complete and submit such Application. An individual may only present a single Application for the Competition.

Interested participants apply as an individual and will be assigned to a team of five (5) or six (6) individuals selected by the TimberFever organizing committee. Such assignment of individual participants to a Team will



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be based on the individual's experience, Application details and program information provided in the relevant participants' Applications.

The Organizing Committee reserves the right to limit acceptance of Applications to the total number of teams in the Competition and Competition requirements to maintain a balance of team membership representative of school programs, program year and other criteria noted in the Application. If an Applicant meets the above requirements, and if they are an appropriate fit for an available slot on a Team, the Application will be accepted, and the applicant will be notified of the foregoing as well as details of the Team which the applicant will be a part of. Each participant will be required to confirm their participation in the Competition within seven (7) days of issuance of the notice from the TimberFever organizing committee and failure to confirm within this time may result in the slot being offered to another applicant. Each participant must complete their own Application to be considered for participation in the Contest. To maintain eligibility to compete, the Applicant must attend tutorials and complete responses, as may be required, in advance of the competition date. Applicants who confirm participate but fail to participate will be disqualified from the competition and noted as "Did not complete" (DNC). Failure to participate includes lack of attendance at tutorials, kick-off orientation seminars and team meetings.

As part of the registration process required to submit an Application, applicants will create a password and account. Applicants are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account. Applicants agree to (a) immediately notify the TimberFever organizing committee of any unauthorized use of your password or account or any other breach of security, and (b) ensure that they exit from their account at the end of each session. MSE and the TimberFever organizing committee cannot and will not be liable for any loss, damage or other liability arising from an applicant's failure to comply with this section or from any unauthorized access to or use the applicant's account. In the event of any dispute between two or more parties as to account ownership, participants agree that MSE shall be the sole arbiter of such dispute in its sole discretion and that MSE's decision (which may include termination or suspension of any account subject to dispute) shall be final and binding on all parties.

Once formed and/or approved by the TimberFever organizing committee, Teams will then each be required to create a virtual design in accordance with this year's design brief. The design brief and scoring guide will be revealed at the start of the Competition at the time noted above. Completed virtual designs will be submitted by each team to the TimberFever organizing committee through the Competition file transfer platform (the "Submission").

### 5. TEAM DESIGN SUBMISSIONS

Teams will be required to create an original design as part of their entry (each, a "Design") together with a video presentation (each, a "Presentation") of their Design, and submit such Design and Presentation (collectively, a "Submission") using the Competition file transfer platform on or before September 27, 2020 at 11:59 PM (Eastern Time) (the "Submission Deadline"). Use of the Competition file transfer platform, the Competition Website and creation of Submissions are subject to the following requirements:

- a) Participants may only use the software that is designated by the TimberFever organizing committee and listed on the Competition Website.
- b) Design work for the competition must be completed prior to the Submission Deadline.
- c) With the exception of other members of their Team, participants may not involve anyone else in the creation of their Design but are allowed to consult with the TimberFever mentor(s) assigned to their team.



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- d) Participants will require access to a computer, broadband internet, computer speakers, computer microphone and computer camera, at their own cost.
- e) The competition will be hosted in English. Participants must be able to speak to and communicate with their teammates in English unless the team agrees to use another language. Written material and Team Presentations to the Judges must be in English.
- f) The Presentation may not be longer than 5 minutes and each participant of the Team is required to present with minimum requirements for the Presentation provided with the Design Brief and Scoring Guide at the start of the Competition.
- g) A Team may only present a single Submission.

By presenting a Submission, each participant of the underlying Team warrants that:

- a) all information contained in the Submission is original to the participant or the participant has secured all rights to submit the Submission;
- b) no information is or can be deemed confidential or proprietary, considered a trade secret or privileged;
- c) neither the participant nor MSE's use of the Submission (or information contained therein), in whole or in part, violates the right(s) of any third party including copyright;
- d) the Submission does not contain offensive, defamatory or libelous material
- e) the statements made or information presented in the Submission are truthful and not misleading;
- f) no personal information of any individual other than the participating members of the Team are included in the Submission; and
- g) the participant has submitted the Submission in accordance with these Rules.

### 6. PRIZES

The prizes (each a "**Prize**") available to be awarded in this Competition are as follows:

- (i) First (1st) Place to be awarded to the Team that receives the highest score from the Competition judges ("**Judges**") in terms of its Submission: \$1,500 CAD in cash.
- (ii) Second (2nd) Place to be awarded to the Team that receives the second highest score from the Judges in terms of its Submission: \$1,000 CAD in cash.
- (iii) Third (3rd) Place to be awarded to the Team that receives the third highest score from the Judges in terms of its Submission: \$700 CAD in cash.
- (iv) Public Vote Award to be awarded to the team that receives the highest number of votes through online voting forms: \$400 CAD in cash. A team that wins first, second or third place is also eligible to win the Public Vote Award.

Each member of a winning Team will receive an equal share of the Prize awarded to said Team regardless of each member's actual contribution in terms of the Submission.

The Prizes must be accepted as awarded and are not transferable, assignable, or convertible to other methods of payment. Prizes that are lost, stolen or misdirected will not be replaced.

### 7. WINNER SELECTION PROCESS



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Judges for the Competition will evaluate all Submissions received during the Entry Period that meet the requirements of these Rules. Submissions will be judged using the following criteria:

- a) General – minimum requirements
- b) Aesthetics and Originality
- c) Structural analysis and behaviour
- d) Design Process
- e) Team Presentation
- f) Discretionary Points

Specifics of each category, including points for scoring, will be released at the start of the competition along with the design brief.

The Judges will give each Team a score for their Submission based on the above judging criteria and will determine the winning Teams based on these scores. Scores will not be published by the TimberFever organizing committee. Other than in regard to the 3 highest scoring winning Teams, Team rankings will not be published by the TimberFever organizing committee.

Determination of the winning Teams is expected to be completed by the judges on or about October 5, 2020 at 22:00 ET and announced later at the virtual awards ceremony.

Public online voting will start two days after the Submission deadline and will be closed on or about October 6, 2020 at 22:00 ET. The winner of the Public Vote Award will also be announced during the virtual awards ceremony.

### 8. DECLARATION OF WINNERS

TimberFever will announce the winners during the virtual awards ceremony tentatively scheduled to take place on Wednesday October 7, 2020 at 6:00 PM ET.

Before a Potential Winner is awarded a prize, the Potential Winner (including each of the individuals who make up the Potential Winner) must sign and return, within five (5) business days of notification, a declaration of compliance and release of liability prepared by MSE (the “**Release**”) which, among other things, requires each member of the Potential Winner to: (i) confirm compliance with these TimberFever Rules; (ii) agree to release MSE, other Competition organisers, service providers, and Competition sponsors, and their respective directors, officers, agents, contractors and other representatives (collectively, the “**Released Parties**”) from any and all claims, damages, liabilities, costs, expenses and other losses arising from, attributable to or relating any liability in connection with this Competition, its participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iii) agree to indemnify and hold harmless the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of the work including, without limitation, any claim that the Submission presented by his or her Team infringes a proprietary interest of any third party; (iv) agree to the publication, reproduction and/or other use, anywhere in and throughout the world, of the participants’ names, addresses (province and city), statements about the Competition and/or photographs, video or other likeness (including, without limitation, the Presentation) without further notice or compensation, in any publicity or advertisement carried out by or on behalf of MSE in any manner whatsoever, including print, broadcast or the internet; and (vi) acknowledge acceptance of the Prize (if awarded).

If the Potential Winner (including any member of the Potential Winner): (a) fails to return the properly executed Release within the specified time; and/or (b) cannot be declared a Winner in accordance with these



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Rules for any reason; then such Potential Winner will be disqualified (and will forfeit all rights to the applicable Prize).

Winners will be given one (1) week after the winning Teams have been announced to provide the TimberFever Organizers with their preferred email address for e- transfer for Canadian winners and account information for wire payment to US winners. The TimberFever organizing committee retains sole and exclusive discretion and unfettered ability to not award Prizes that have been forfeited or that have not been collected.

### 9. RIGHT TO SUSPEND/MODIFY/TERMINATE

If for any reason MSE is not capable of running the Competition as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, pandemic, order of the government, technical failures, tampering, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, the organizing committee reserves the right to cancel, suspend and/or modify the Competition or any part of it, and disqualify any individual who is responsible for such action as well as the remainder of the members of his or her Team. If terminated, the organizing committee may, in its sole and absolute discretion, determine the winner from among all eligible Teams having submitted a Submission received up to time of such action using the procedures outlined herein.

### 10. LIMITATIONS OF LIABILITY AND RELEASE

No liability or responsibility is assumed by MSE and any other Released Party resulting from or relating to the entrant's participation in or attempt to participate in the Competition or the entrant's ability or inability to upload or download any information or materials in connection with the Competition, including, without limitation, any Submission. No responsibility or liability of any kind is assumed by TimberFever for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Competition or award of any Prize: hardware or software errors; faulty computer, cable, satellite, network, electronic, Internet connectivity or other online or network communication problems; errors or limitations of any Internet service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Competition Website in whole or in part for any reason; traffic congestion on the Internet or the Competition Website; unauthorized human or non-human intervention of the operation of the Competition including, without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; lost, corrupt or deleted data, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Competition. Neither MSE nor any other Released Party is responsible or liable for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Competition, the uploading, the retention, the review, processing, judging and ranking of Submissions, the announcement of any Prize on the Competition Website or in any TimberFever-related materials. Use of the Competition Website is at the user's own risk. Likewise, interaction of a participant and other participants forming part of the participant's Team is at such participant's own risk, even where MSE paired such participant with such other participants. Neither MSE nor any other Released Party is responsible for any personal injury or property damage or losses of any kind which may be sustained to the participants, mentors, judges or any other person resulting from participation or attempt to participate in the Competition. By participating in the Competition, each participant agrees:

- to release MSE and the other Released Parties from any and all claims, damages or liabilities arising from or relating to their participation in the Competition;



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- to take preventative measures to conceal passwords and login information to prevent data breaches and tampering of MSE's computer facilities and other resources;
- not to attempt to collect a Prize not specifically awarded to said participant; and
- all causes of action arising out of or connected with the Competition, or any Prize awarded or that could or should have been awarded, shall be resolved individually in Toronto, Ontario, Canada, without resort to any form of class action.

By accepting any Prize, the recipient agrees that neither MSE nor any other Released Party will have any liability whatsoever for, and that the recipient will indemnify and hold MSE and the other Released Parties harmless against, any damages, costs, expenses, fines, liabilities and other losses of any kind resulting in whole or in part, directly or indirectly, from participation in the Competition or from the acceptance, possession, misuse or use of any Prize. Neither MSE nor any Released Party is liable in the event that any portion of the Competition is canceled or suspended for any reason whatsoever.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT GROUP MEMBER, TO DELIBERATELY DAMAGE, DESTROY, DISABLE, TAMPER OR VANDALIZE THE COMPETITION WEBSITE OR INTERFERE WITH THE PROPER OPERATION OF THE COMPETITION IS A VIOLATION OF CIVIL LAWS, AND MSE RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

### 11. INTELLECTUAL PROPERTY

Participants agree that MSE will exclusively own all Submissions presented in conjunction with the Competition and all rights therein, including but not limited to, intellectual property rights.

### 12. PRIVACY AND PUBLICITY RELEASE

By participating in the Competition or by submitting any information or materials through the Competition Website or to MSE, a user acknowledges and understands that such disclosure and any subsequent use, disclosure, retention or deletion of such information will be subject to the Competition Privacy Policy, available at [www.TimberFever.com/competition-rules](http://www.TimberFever.com/competition-rules).

By accepting a Prize, all participants of the winning Team consent to the publication and use of their name, address (city, province), voice, statements, photographs, image and/or likeness, anywhere in the world, in any form, manner or media whether now known or hereafter devised, including, without limitation, in print, radio, television and on the Internet for any purpose in connection with the Competition including, without limitation, for the purposes of advertising and trade, and promoting MSE and the Competition, without further notice or compensation.

### 13. GENERAL

The Competition is governed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario located in the city of Toronto, Ontario have exclusive jurisdiction in terms of any dispute relating to the Competition including, without limitation, these Official Rules. MSE reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance with these Rules or for any other reason. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any materials relating to the Competition, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.