



## DESIGNER FLOORS OF HOUSTON

### DESIGN CONTEST

#### **Guidelines:**

- Entries must be submitted and received via the online entry system on or before midnight on February 29, 2020 to [kristinaL@designerfloorsofhouston.com](mailto:kristinaL@designerfloorsofhouston.com).
- All images must be jpg, zip or tiff format. Only high-resolution images (300 DPI or greater) can be submitted.
- A project description is required.
- Submissions can be made either by an individual or a firm.
- The project submissions must contain at least 85% of products or materials purchased from Designer Floors of Houston. It could be from any of the multiple lines, there is no limitations or exclusions of any of the lines.

#### **Eligibility:**

- Designers, builders, and architect professionals from within the United States.
- Project submissions may be located anywhere and must have been completed between January 1, 2018 and December 31, 2019 using Designer Floors of Houston surface products and materials.

#### **Judging Criteria:**

- Each project is evaluated on its own merits according to the following criteria:
- **Aesthetics:** Is the design engaging, compelling, visually stimulating? Does it provoke interest, have the capacity to be captivating?
- **Regionally Relevant:** How well does the project fit into its regional landscape and environment? How appropriate is it in context?
- **Creativity:** Does it incorporate a forward-thinking or original approach, use a new medium or materials?

## Submission Specs:

- **Images:** You may submit up to 5 images per project in jpg, zip or tiff format. Professionally shot images are required. High-resolution images must be submitted. Images may not contain any watermarks and/or the name or logo of the design professional, firm, company, client.
- **Project Description:** No more than 200 words, including inspiration behind the project; goals and how they were met; solutions to design challenges; setting/physical locale; type of floor plan; size (e.g., square footage, number of rooms, acres); notable architectural, physical features (interior or exterior); color palette; materials used. Each description must include a caption and photographer credit to coordinate with the supplied image.

## Winners Receive:

- Advertorial – 2 Page spread in 2020 issue of *Luxe Interiors + Design*
- Promotion on Designer Floors of Houston’s social media platforms

## General Terms & Conditions:

- Works are excluded from the competition if their presentation would infringe a right. The entrant authorizes Designer Floors of Houston and Luxe Media Group to publish the submission in the print edition of *Luxe Interiors + Design*, and on any affiliated websites and social media platforms. The submission may be reproduced, in whole or in part, printed or electronically, for editorial and promotional purposes.
- Submissions become the property of Designer Floors of Houston and will not be returned.
- Submissions that do not follow specifications will be disqualified.

## Official Rules

This contest is sponsored by Designer Floors of Houston (Designer Concepts, LLC). By participating in this contest, entrants agree to be bound by these official rules (the “**Official Rules**”), and that the decisions of Designer Floors of Houston regarding the contest, and the application of the Official Rules, are final and binding in all respects. Each entrant also agrees that Designer Floors of Houston, Designer Concepts, LLC, its affiliates, successors and assigns, directors, officers, employees and agents shall have no liability or responsibility whatsoever for any injuries, damages, or losses (direct, indirect, incidental, consequential or punitive), and shall be held harmless and indemnified by the entrant against, any liability for any injuries, losses or damages of any kind (including reasonable attorney’s fees and expenses) to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from submission or participation in the contest or in any contest-related activity, or any claims based on publicity rights, defamation or invasion of privacy or infringement of intellectual property rights related to the awards or an entrant’s award submissions or the use thereof by Designer Floors of Houston. Entrants further agree as follows: Luxe Interiors + Design magazine, its publisher Luxe Media Group, LLC and its affiliates have no interest in, or control over, the

contest or its administration. Each entrant agrees that Designer Floors of Houston, Designer Concepts, LLC, Luxe Media Group, LLC, its affiliates, successors and assigns, and its and their respective directors, officers, employees and agents shall have no liability or responsibility whatsoever for any injuries, damages, or losses (direct, indirect, incidental, consequential or punitive), and shall be held harmless and indemnified by the entrant against, any liability for any injuries, losses or damages of any kind (including reasonable attorney's fees and expenses) to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from submission or participation in the contest or in any contest-related activity, or any claims based on publicity rights, defamation or invasion of privacy or infringement of intellectual property rights related to the awards or an entrant's award submissions or the use thereof by Designer Floors of Houston. In addition, the released entities and persons are not responsible if any awards cannot be made due to acts of God, acts of war, natural disasters, weather, bankruptcy or terrorism. Any entities using ad space in Luxe. Interiors + Design will be required to agree to the company's standard insertion order governing such usage.

**ELIGIBILITY:** Open to legal residents of the 50 United States and the District of Columbia, who are 21 years of age or older at the time they submit their entries. More specific eligibility requirements for the Designer Floors of Houston Installation Contest (the "**Awards**") are set forth in the Awards submission materials available at [www.designerfloorsofhouston.com](http://www.designerfloorsofhouston.com) (the "**Submission Materials**"). Employees (and their immediate family members and/or those living in the same household of each) of Designer Floors of Houston ("**Sponsor**") and its affiliates are not eligible to enter or win. Any company sponsoring the broader campaign of which the Awards are a part ("**Campaign Sponsor**") has no interest in, or control over, the Awards.

By participating in the Awards, entrants agree to be bound by these official rules (the "**Official Rules**"), and that the decisions of Sponsor regarding the Awards, and the application of the Official Rules, are final and binding in all respects.

**TO ENTER:** Entry instructions (including, without limitation, submission specifications, categories of submissions, geographic scope of submissions, the submissions entry period and the submissions entry methodology) are set forth in the Submission Materials. Submissions that are not received within the Awards submission entry period are void, and any entry fees associated with such submission(s) will **NOT** be returned to the entrant(s) and shall be retained by Sponsor. All Awards submissions will be received electronically as set forth in the Submission Materials; no physical submissions will be accepted. An entrant may submit entries of multiple projects. For purposes of these Official Rules, receipt of an electronic Awards submission occurs when Sponsor's servers record receipt thereof. In the event of a dispute as to the identity of the entrant, the entrant will be deemed to be the individual or entity who is the registered holder of the submitting e-mail account. Incomplete or other technically deficient Awards submissions will be void, and any entry fees associated with such submission(s) will **NOT** be returned to the entrant(s) and shall be retained by Sponsor. Sponsor is not responsible for incorrect or inaccurate entry of information by entrants; lost Awards submissions or transmissions; interrupted or unavailable network, server, or other connections; scrambled transmissions or other errors or problems of any kind whether mechanical, human, or electronic, technical malfunctions of the computer hardware, software, or any combination thereof; or problems associated with any virus or any other damage caused to entrants' systems.

**ENTRY:** All entries must include their Purchase Order/Invoice Number in order to verify proof of purchase that they are using Designer Floors of Houston materials.

**SUBMISSIONS; ENTRANT’S REPRESENTATIONS AND WARRANTIES AND COVENANTS:**

All Awards submissions become the property of Sponsor upon submission and will not be returned. Notwithstanding the foregoing, any copyright in the materials that are part of an Awards submission remain the property of its creator(s). By participating in the Awards, including transmission of any submission, each entrant hereby grants an irrevocable, perpetual, worldwide non-exclusive license to Sponsor (and any of its corporate affiliates, and its advertising and promotion agencies (collectively, its “**Affiliates**”)) to reproduce, distribute, display, perform, create derivative works, and otherwise use, including without limitation, by printing, publishing or broadcasting (collectively, “**Use**”) the Awards submissions and any photos, renderings, written content and other materials included in the Award submissions (“**Submission Content**”), and permits and consents to the extent allowable under applicable law Sponsor (and any of its Affiliates) use of each Awards winner’s name, portrait, picture, voice, likeness and biographical information, in connection with the Awards and promotion of the Awards, in any media now or hereafter known, for no additional compensation. Entrant, for itself and any other creator(s), waives all moral rights in the Submission Content and further consents to Sponsor (or its Affiliates) altering or editing the content and publishing the content with or without name credit at Sponsor’s sole discretion. Each entrant, upon Sponsor’s request, must provide (within seven (7) calendar days of receipt of Sponsor’s request) a signed, written confirmatory license from the owner of any third party property included in the Awards submission as Submission Content, authorizing Sponsor (and any of its Affiliates) to reproduce, distribute, display, and create derivative works relating to the Submission Content in connection with the Awards and promotion of the Awards, in any media now or hereafter known. By participating in the Awards, each entrant represents and warrants: (a) the entrant has full rights (either ownership or licensed use with sublicense authority) to all Submission Content; (b) Sponsor’s (or any of its Affiliates’) subsequent Use of Submission Content as described herein will comply with all applicable legal requirements, and does not violate any third party’s intellectual property rights or any contractual obligations of entrant or creator(s); (c) any third parties entitled to payments or similar rights with respect to Submission Content have been fully compensated by entrant for entrant’s use and Sponsor’s (or any of its Affiliates’) Use as described herein; and (d) if an Awards submission includes any image that contains a person, the entrant has obtained an appropriate release from such person of any claims for libel or any right of publicity or privacy in connection with the Use of the image by Sponsor (or any of its Affiliates).

**AWARDS COMPETITION:** Awards competition within categories, with alternative judging criteria and at multiple levels, is set forth in the Submission Materials.

**JUDGING CRITERIA:** As described in the Submission Materials, Sponsor’s staff together with a multi-disciplinary panel of industry experts will review the Award submissions and select the winners of the categories within the Awards. The specific criteria for judging the Award submissions are set forth in Submission Materials. Entrants may also opt into the Reader’s Choice Award, decided by the general public, for each category.

**Prize Warranties:** Each Awards winner acknowledges that Sponsor, its Affiliates and any Campaign Sponsor, and their respective agents do not make, nor are in any manner are responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of any Award.

**AWARDS:** The nature and type of recognition (including prizes, if any) with respect to winning of competition within the Awards are set forth in the Submission Materials.

**AWARD RESTRICTIONS; TAXES:** Any and all applicable federal, state, and local taxes are the sole responsibility of an Award winner. Prize(s), if any, cannot be substituted, assigned or transferred.

**GENERAL CONDITIONS: THE AWARDS ARE VOID WHERE PROHIBITED.**

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right at its sole discretion to disqualify any individual or entity it finds to be attempting to tamper with or undermine the submission process, and/or the legitimate operation of the Awards; to violate these Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person with respect to the Awards.

**RELEASE; LIMITATIONS OF LIABILITY; AND INDEMNIFICATION: BY PARTICIPATING IN THE AWARDS EACH ENTRANT AGREES THAT SPONSOR, AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS AND LEGAL COUNSEL, AND ANY CAMPAIGN SPONSOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED ENTITIES"), WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY INJURIES, DAMAGES, OR LOSSES (DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE), AND SHALL BE HELD HARMLESS AND INDEMNIFIED BY ENTRANT AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM SUBMISSION OR PARTICIPATION IN THE AWARDS OR IN ANY AWARDS-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY OR INFRINGEMENT OF COPYRIGHTS RELATING TO THE AWARDS OR AN ENTRANT'S AWARD SUBMISSIONS OR ANY BREACH OF ENTRANT'S REPRESENTATIONS OR WARRANTIES MADE HEREIN. IN ADDITION, THE RELEASED ENTITIES ARE NOT RESPONSIBLE IF ANY AWARDS CANNOT BE MADE DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, BANKRUPTCY OR TERRORISM.**

**DISPUTES:** Except where prohibited, each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Awards, including, with limitation, the selection of winners shall be resolved individually, without resort to any form of class action, and exclusively by the state courts or federal courts sitting in Houston, TX; (b) any and all claims, judgment, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Awards, but in no event attorneys' fees; (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages 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 the entrant and Sponsor in connection with the Awards, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of laws rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

**DATA PRIVACY:** Entrants agree that personal data, particularly name and address (postal and email), may be processed, shared, and otherwise used for the purposes, and within the context, of the Awards; and entrants, by participating in the Awards, give Sponsor (and any of its Affiliates) permission to send entrants marketing and promotional information about Sponsor, affiliated brands, and Sponsor's (and any of its affiliates') marketing partners, and as otherwise permitted under Sponsor's Privacy Policy available at [www.designerfloorsofhouston.com](http://www.designerfloorsofhouston.com). Such personal data may also be used by Sponsor in order to verify an entrant's identity, postal address, and telephone number, or to otherwise verify an entrant's eligibility to participate in the Awards. Entrants have the right to access, review, or cancel any personal data held by Sponsor by writing to Sponsor at Designer Floors of Houston, 5120 Woodway, Suite 2002, Houston, TX 77056, Reference: Privacy, or by emailing [kristinal@designerfloorsofhouston.com](mailto:kristinal@designerfloorsofhouston.com). Personal data will be used by Sponsor and its Affiliates and marketing partners exclusively for the purposes stated herein. Any Awards entrant that is an individual (or other duly authorized person) may elect to exclude the name and address of that entrant from all lists used by Sponsor. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to: Designer Floors of Houston, 5120 Woodway, Suite 2002, Houston, TX 77056, Reference: Privacy, or by emailing [kristinal@designerfloorsofhouston.com](mailto:kristinal@designerfloorsofhouston.com).

**SPONSOR:** Designer Floors of Houston, 5120 Woodway, Suite 2002, Houston, TX 77056 is Sponsor of the Awards.