## 2024 *BOSTON* MAGAZINE'S DREAMERS IN RESIDENCY PROGRAM <u>PRESENTED BY PORSCHE</u>

## **Official Contest Rules**

By entering this Contest, the entrant ("Entrant") agrees to be bound by these Official Rules and to accept as final all winners. The 2024 *BOSTON* MAGAZINE'S DREAMERS IN RESIDENCY PROGRAM PRESENTED BY PORSCHE ("Contest") is hosted and administered by byMetro Corp., www.bostonmagazine.com, *Boston* magazine (collectively, "*Boston* magazine").

The Contest begins on or about 10:00 A.M. Eastern Standard Time (EST) on July 8, 2024 and ends on or about 11:59 P.M. EST on July 26, 2024 ("Contest Period").

- 1. Eligibility: NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve chances of winning. Open to legal U.S. residents of Massachusetts who are 18 years of old or older at the time of entry. Nominees for an award must be able to submit the nomination digitally and be present for the winning prize in person on Thursday November 7<sup>th</sup>, 2024 from 5pm 9 pm. Officers, directors, managers and employees of *Boston* magazine and Porsche, and each of their respective parent companies, subsidiaries, and affiliates, as well as the immediate family (spouse, parents, siblings and children) and household members of each such person, and any others engaged in the development, production, execution or distribution of this Contest, are not eligible to participate. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.
- 2. How To Enter: Eligible entrants ("Entrants") must submit their entry in the Contest by visiting www.bostonmagazine.com/dreamers to complete an online entry form ("Entry"). Entry may be submitted at any time during the Nomination Period which shall begin at 10:00 A.M. Eastern Standard Time (EST) on July 8, 2024 and end at 11:59 P.M. EST on July 26, 2024 ("Nomination Period"). During the entire Nomination Period, *Boston* magazine's administrator's server/computer is the official time keeping device for the Contest. Entry will not be returned or acknowledged. The individual submitting the Entrant's Application must have authority to bind the Entrant. Entrant information will be share will not be shared with any other entity except for Boston magazine and Porsche Cars North America.
- 3. Timeline:
  - Monday, July 8th-Application Launch ("Contest Period Start") 18 years or older of age to submit digitally on bostonmagazine.com/dreamers
  - Friday, July 26<sup>th</sup>- Application period ends at 11:59pm ("Contest Period Ends")
  - Monday, July 29 August 9<sup>th</sup> Jury Review to select the top 20 Finalists
  - Wednesday, August 14<sup>th</sup> (20) Applicants contacted via email; response required within 48 hours.
  - Wednesday, August 21 Finalists must mail in submissions to TBD address. Finalists' submissions will be enlarged to be on display at the event.
  - Thursday, Sept 19th Top 20 on display for consumer judging event held at the Boston Design Center
  - Thursday, Nov 7<sup>th</sup> Finalist's work to be brought to life at *Boston* magazine's Taste event
  - \*All dates may be subject to change and will be confirmed by *Boston* magazine nearer the time
- 4. Finalist and Award Winners Selection:

• <u>Finalist Selection</u>: No later than August 14, 2024, twenty (20) finalists ("Finalists") will be selected from all eligible submissions received during the Submission Period by *Boston* magazine, appointed from time to time by *Boston* magazine ("Judges"), based on the Finalist Judging Criteria described in Section 4.A. Each Finalist will be notified that he/she has been selected by email no later than August 14th, 2024.

In the event that a Finalist notification is returned as undeliverable, the Finalist cannot be reached, or *Boston* magazine does not receive a reply by 11:59 P.M. EST on August 15th, 2024, the Judges will select an alternate Finalist based on the Judging Criteria until twenty (20) Finalists have been selected under these Official Rules.

- <u>Award Winners Selection</u>: Beginning at 6:00 P.M. EST on September 19, 2024 and ending at 7:30 P.M. EST on September 19, 2024, ONE (1) Award Winner and (1) second place winner will be determined by the guests of the event and announced at an event held on/around September 19, 2024 at the Boston Design Center.
- <u>Prizing</u>: Boston magazine will award (1) first place winner and (1) second place winner.
  - o First Place Prize: (\$12,000 value)
    - \$1,000 prize provided by Boston magazine
    - Artwork brought to life by Porsche's activation team at Boston magazine's Taste Event on November 7, 2024
    - Inclusion in advertorial in Boston magazine's February issue
    - Second Place Prize: (\$90 value)
      - 1. Year membership to MFA Boston
- **4.** Judging Criteria: The following judging criteria ("Judging Criteria") will be used evaluate the Nominees in the Finalist and Award Winner selections, respectively:
  - A. <u>Finalists/Award Winner Selection</u>:
    - i. Finalist must meet all eligibility requirements
    - ii. Technical Creativity and Originality: Demonstrates a high level of skill in the chosen medium or discipline. Competently explores relevant tools, techniques, and materials. Presents innovative, unique, or individual artistic ideas or approaches.
    - iii. Consistency and Presentation: Presents a well-formed body of work that demonstrates a clear artistic/scholarly direction. Shows consistency in quality throughout the portfolio.
    - iv. Clarity of Purpose: Articulates the applicant's artistic/scholarly/professional goals, intentions, and reasons for pursuing the grant. Demonstrates a working effort to establish a strong studio practice and connection between the applicant's aspirations and the grant offerings.

## 5. Conditions of Entry:

0

- A. Entrant and Nominees agree to abide by these Official Rules and the decisions of Sponsors, which are final and binding on all matters pertaining to this Contest.
- B. Description of Nominee's qualification as an Award Winner contained in the Entry ("Description") must be an original work created by the Entrant, or a work to which the Entrant owns all copyrights, and the Entrant warrants and represents that the Entrant is the owner of any and all copyrights in the Description and that the Description does not violate or infringe the rights of another person or entity,

including but not limited to the right of privacy, the right of publicity, copyright(s), trademarks or brand names, or any other intellectual property right(s).

- C. The Description must not contain any watermarks, time/date stamps, decorative borders or other types of text overlays.
  - D. Award Winner must make him/herself available to attend November 7<sup>th</sup> event to receive award and be able to be filmed for a day of event experience to be shared on social media outlets. Award Winner must agree to be featured in the December 2024/January 2024 issue of *Boston* magazine and online on Sponsors' websites/social media pages in connection with the Contest.
  - F. By entering the Contest, Entrant and Nominee each permit the Entry to be posted, displayed, published, and otherwise used on Sponsors' Websites ("Websites"), social media pages, and/or in Sponsors publications ("Publications"), including without limitation, for display of winning entries, promotion of the Contest, or reporting on the Contest.
  - G. Except where prohibited by law, entry constitutes permission to use the Entrant's Entry, Entrant's and Nominee's name, hometown, photograph, and any statements regarding the Contest for editorial, public relations, promotional, and advertising purposes without compensation.
  - H. Sponsors reserve the right, in their sole discretion, to reject, disqualify, modify, edit, and revise any Entry. Sponsors reserve the right, in their sole discretion, to verify any element of any Entry or related materials and to disqualify any Entrant and Nominee whose participation may subject the Contest, Sponsors, or Sponsors' advertisers, clients, or customers to controversy, negative publicity, scorn, and/or ridicule.
  - I. Sponsors are not responsible for, and will not be liable for, any problems connected with the Internet portion of the Contest, including (i) technical failures of any kind, including but not limited to the malfunctioning of any cable, computer, network, satellite, server, system, telephone line, or electronic or internet hardware or software; (ii) any telephone, service provider, internet, website, or usenet inaccessibility or unavailability; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) typographical or other errors in the offer or administration of the Contest, including but not limited to, errors in the advertising, official rules, selection of winners, and distribution of prizes; and (v) garbled or jumbled transmissions, or other electronic errors in the processing of entries or administration of the Contest. Sponsors reserve the right, in their sole discretion, to suspend or cancel the Contest at any time if a computer virus, bug, worm, or other technical problem interferes with the administration, security, integrity, or proper play of the Contest. In the event of cancellation. Sponsors reserve the right to award the prize to eligible entries received prior to the date of cancellation. Sponsors reserve the right, in their sole discretion, to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of the rules.
  - J. Sponsors and their parents, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries. No computer-generated entries will be accepted. The use of automated entry devices or any other conduct that impedes the integrity of the Contest is prohibited. Entries and the information contained therein become the property of Sponsors. Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry.
- 7. Privacy/Publicity Releases: By entering and providing the required information, Entrants acknowledge that the Sponsors may send Entrant information, samples, or special offers it thinks may be of interest to Entrant

about its publication or other complementary goods offered by Sponsors and/or information and special offers of it may carefully select. YOU MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES, OR OTHER SPECIAL OFFERS FROM SPONSORS AT ANY TIME. OPTING-OUT WILL NOT AFFECT YOUR NOMINEE'S ODDS OF WINNING.

Entrant and Nominee agree that Sponsors have the right to combine the Entry and any of the materials supplied by entrant pursuant to the Contest with such other material as Sponsors in their sole discretion determine, and further agrees that it shall not have any right of approval, claim to compensation or benefits claim, including without limitation, claims based upon invasion of privacy, defamation, or right of publicity arising out of any use of names or biographical and/or corporate information.

- 8. Other Releases: By entering and/or participating in this Contest, Entrant and Nominee release Sponsors and Sponsors' respective parents, subsidiaries, affiliates, agents, shareholders, officers and employees from any liability arising from or relating to participation in this Contest, including but not limited to, any and all claims, injury, damages, expenses, demands or liabilities arising out of, whether directly or indirectly, in whole or in part, or in connection with the participation in this Contest (including without limitation infringements of copyright or any other intellectual property right).
- **9. Dispute Resolution:** Except where prohibited, by participating in the Contest, Entrants and Nominees agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsors and their agents shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any principles of conflicts of law of any jurisdiction. Entrant and Nominee agree that any action at law or in equity arising out of or relating to this Contest, or awarding of the prizes, shall be filed only in the state or federal courts located in the Commonwealth of Massachusetts and Entrant and Nominees hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Contest, Entrant and Nominee agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awards, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any Entrant or Nominee be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, and consequential, or multiplied damages and any other damages, other than for actual out-of-pocket expenses.

## 10. Promotion:

You acknowledge and agree that by submitting to the Contest:

• *Boston* magazine & Porsche Cars North America, Inc. have the right to use your name, photograph, image, likeness, voice, opinions, city, state, and country of residence for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter discovered or devised, worldwide in perpetuity, without further notice, review or approval, or compensation.