

# Regulations for the 2024 Competition:Preppers. Eco-survival Design. Association of the Friends of mudac

## 1. Purpose and Process of the Competition

1. The design competition, organized by the Association of the Friends of mudac (hereinafter: the "Association"), aims to create and produce a limited series of one (or more) practical and innovative objects facilitating adaptability and survival in hostile environments; as well as one (or more) objects that enhance personal resilience, community cohesion, or encourage responsible use of surrounding resources.
2. The competition proceeds as follows:
  - Submission of a project file by participants within deadline.
  - Jury selection of the winning project, as well as the second and third prizes;
  - Selection by the members of the Friends of mudac association for the Friends' prize;
  - Awarding the 1<sup>st</sup> place winner funding of CHF 2,000 to produce the object;
  - Production of winning project and delivery to the Association, primarily for exhibition purposes at the Museum of Contemporary Design and Applied Arts (mudac).

## 2. Conditions of Participation

The competition is open to any individual aged 18 or older.

Each participant may submit only one application.

The works must be original and not infringe any third-party copyrights. By participating in the competition, the participant agrees to accept these regulations and the Transfer of Copyrights (below/HTML link).

Participants must submit their works no later than October 25, 2024, by uploading their project to the online platform: [link]. The works must be accompanied by a PDF file titled: "LASTNAME\_Firstname\_Titleofthework.pdf" with a maximum of 6 pages / max. size 20 MB, including:

- Name, first name, pronoun, date of birth, contact details (postal address, email, phone number);
- Personal website and social media links (if available);
- Short biography and key professional accomplishments;
- Title of the object;
- Descriptive text of the approach and its connection with the theme (max. 400 characters);
- Images (renders, sketches, photos, models, etc.) of the project;
- Implementation details: timeline, materials, etc.;

- Technical plans with dimensions: the completed object must be able to fit in the hand (or pocket);
- Budget for the project's production (according to the downloadable table on the competition page): for a production of at least 20 pieces within the CHF 2,000 budget set by mudac, including packaging;
- Recommended retail price considering the market, production, and store margin; note that the production cost must not exceed 40% of the retail price (see table on the competition page);
- 1 image of the project (JPEG, max. 20 MB) + descriptive text of the project (max. 400 characters).
- the acceptance of the present regulations

Any project that does not meet the aforementioned conditions will be excluded from the competition.

### **3. Jury**

The jury consists of 5 members:

- Nicole Chebeir Ragy (Founder of NOV Gallery);
- Laure Gremion (Industrial Designer);
- Jolanthe Kugler (Curator at mudac);
- Bertille Laguët (Designer & Blacksmith);
- Marie-Laure Offredi (Head of the mudac/Photo Elysée Bookstore).

### **4. Selection Criteria**

The jury will evaluate the projects based on the following criteria:

- Compliance with the participation criteria;
  - Completeness of the requested documents;
  - Relevance of the project to the competition theme;
  - Economy of means and the most local and reasoned production possible;
  - Feasibility of the project and its market grounding.
1. The jury is not required to justify its choices, and its decision is final and non-contestable.
  2. The jury will reject projects with violent, racist, sexist, pornographic, or immoral content.
  3. The jury is not obligated to formalize the reasons for its choices. No legal recourse (appeal) is available against the Jury's decisions.

## **5. Funding, Realization, and Exhibition**

1. The winning project will receive CHF 2,000 funding to realize the work within a timeframe determined by the Jury. The winning participant is responsible for managing the production of the work, expenses, and all related contractual relationships. The participant must not exceed the funding provided and agrees to personally cover any excess costs.
2. The winning participant agrees to deliver the planned copies of the work free of charge for exhibition purposes at mudac. The exhibition does not imply any remuneration for the winning participant.
3. The winning participant transfers all ownership rights of the copies of the work to the Association, which becomes the full and complete owner.

## **6. Relationships**

These regulations do not create an agency or representation relationship between the Participant and the Association, nor do they establish a partnership, employer/employee relationship, joint venture, or any similar connection. Neither party has the authority to represent or bind the other in any way.

## **7. Modification of the Regulations**

The Association may modify these regulations at any time before the project submission deadline.

## **8. Governing Law and Jurisdiction**

These regulations are governed by Swiss law. Any disputes related to their interpretation or execution will be exclusively submitted to the competent courts in Lausanne. This regulation has been drafted in French. In case of translation, only the French version shall be authoritative.

## Copyright Transfer

This transfer (hereinafter: “Transfer”) aims to transfer the intellectual property rights (hereinafter: the “Intellectual Property Rights”) of the participant in the Design Competition 2024 (hereinafter: “Participant”) to the Association of the Friends of mudac (hereinafter: “the Association”).

This Transfer concerns, in particular, the copyright held by the Participant in relation to the work(s) created for the competition.

### A. General Framework

“**Intellectual Property Rights**” include, among other things, economic copyright (excluding moral rights), database rights, trademarks, know-how, and all other intellectual property rights, whether registered or unregistered, that the Participant holds in relation to the content of their work.

“**Media**” includes all physical or digital media, known or emerging, domestic or international, including but not limited to newspapers, magazines, weekly publications, messaging services (WhatsApp, Snapchat, Signal, Telegram, etc.), websites, newsletters, e-newsletters, blogs, online streaming platforms (linear or non-linear), applications (mobile or desktop, such as Spotify or Apple Music), social media (Facebook, Twitter, YouTube, Instagram, Pinterest, etc.), search engines (Google, Bing, etc.), and any other information or data media or channels.

“**Work**” refers to any creation developed for the Design Competition 2024.

### B. Free Transfer of Copyrights from the Participant to the Association

The Participant transfers to the Association, free of charge, all of their Intellectual Property Rights protecting the Work. This Transfer is granted by the Participant to the Association without compensation.

The Participant guarantees to the Association that they are the sole holder and exclusively own all Intellectual Property Rights related to the Work or that it is used under license and/or with the agreement of the third-party rights holder.

### C. Moral Rights

Moral rights related to the Participant’s copyright are reserved and excluded from this Transfer. However, the Participant agrees to an initial exclusive release and/or availability of the Work by the Association on all Media as desired and for the

exhibition of the Work at mudac, in accordance with the regulations of the Design Competition 2024.

For any photographic use and reproduction of the Work, the Participant may, if desired, include their first name and surname as the author, i.e., “© year / created by [first name(s), last name(s)]”.

Subject to respecting their right to attribution, the Participant expressly waives any claims to their moral rights against the Association.

#### **D. Indemnification**

The Participant will fully indemnify the Association for any damage (including all legal fees, attorney’s fees, and internal Association costs) resulting from any third-party claims against the Association based on content protected by Intellectual Property Rights covered by this Transfer.

#### **E. Liability Exclusion**

In the event of a breach of the provisions of this Transfer, whether intentional or due to negligence, the Participant is liable for any damage that may be caused to the Association.

The Association cannot be held liable for any unlawful or unfair use of the Work and/or in violation of this Transfer by third parties. In such cases, it is the Participant’s responsibility to take direct action against the third party to cease any unlawful, unfair, or non-compliant use of the Work, fully releasing the Association from liability. The Association disclaims any responsibility for non-compliance with the conditions set forth in this Transfer.

#### **F. Application of This Transfer and Jurisdiction**

The Participant agrees to strictly adhere to this Transfer. Furthermore, the Participant guarantees to enforce it with any third parties involved in the creation of the Work.

This Transfer is governed by Swiss law. Any disputes related to its interpretation or execution will be exclusively submitted to the competent courts in Lausanne.