



EXPO 2020 DUBAI® SABEL FOUNTAIN

OFFICIAL TERMS AND CONDITIONS

08/07/2019 TO 22/04/2020

This document outlines the Official Terms and Conditions ("**Terms and Conditions**") for the Sabeel 2020 water fountain design competition ("**Contest**").

Expo 2020 Dubai® reserves the right to modify, alter or otherwise update these Terms and Conditions from time to time, as it deems fit and such modifications, alterations or updates shall automatically be binding on the Contest participants ("**Entrants**").

1. DEFINITIONS & INTERPRETATIONS

1.1. In these Terms and Conditions, unless the context requires otherwise, the following word(s) and terms shall have the meanings attributed to them:

1.1.1. "Entry" shall mean the water fountain design submitted by the Entrant in the Portal;

1.1.2. "Grand Prize Winner" shall mean a minimum of one (1) or a maximum of three (3) winners selected by the Jury;

1.1.3. "Intellectual Property Rights" shall mean any copyright, patents, database rights and rights in trademarks, designs, drawings, know-how (whether registered or unregistered) including rights over any accompanying words, slogans or catch phrases;

1.1.4. "Jury" shall mean a panel of nominated individuals who shall review entries to the Contest and select the winning Entrants;

1.1.5. "Legal Assignment" shall have the meaning set out in Clause 8.8 of these Terms and Conditions

1.1.6. "Portal" shall mean the online website URL: <https://sabeel2020.ae/> through which the Entrants will upload their Entries;

1.1.7. "Contest Term" shall mean a period commencing from 08/07/2019 and ending on 10/10/2019;

1.1.8. "Reproduce" shall mean reproduce, modify, adapt, publish, license, post, sell, translate, incorporate, create derivative works from, exploit, issue or communicate to the public and otherwise use;

1.1.9. "Terms and Conditions" shall mean this official terms and conditions that govern the Entrant's participation in the Contest; and

1.1.10. "UAE" shall mean the United Arab Emirates.

2. ELIGIBILITY

2.1 The Contest shall be open to designers, architects, artists or person(s) within other creative industries who meet the following criteria:

2.1.1 Have experience working in the public realm to brief or commission;



- 2.1.2 Demonstrate an ability to design a work that is suitable for permanent public display;
- 2.1.3 Display awareness of environmental concerns and commitment to the key principles that conform to Expo 2020 Dubai's overall sustainability strategy;
- 2.1.4 Embrace conceptual and visual ideas/designs that are wholly original, dynamic, carefully considered and contextually-appropriate;
- 2.1.5 Have a proven track record of adhering to budget and deadline;
- 2.1.6 UAE nationals or residents of the UAE; and,
- 2.1.7 Non-residents of the UAE who have made demonstrable and sustained contribution to the various cultural scenes across the UAE as per Jury's discretion.

2.2 The following are not eligible to participate in the Contest :

- 2.2.1 Employees, officers, directors, agents and representatives of Expo 2020 Dubai®, and each of its respective subsidiaries;
- 2.2.2 Employees, officers, directors, agents and representatives of any advertising, promotional, public relations, legal or other professional agency or firm providing services/advice directly to Expo 2020 Dubai® in relation to the Contest and related matters;

3. CONTEST TERM

- 3.1. The Contest shall commence on 08/07/2019 and end on 10/10/2019 (the "**Contest Term**").
- 3.2. Expo 2020 Dubai® may, at its own discretion change the dates and times of the Contest and notify the Entrants accordingly.

4. ENTRY CONDITIONS

- 4.1. All Entrants must meet the Eligibility criteria set out in Clause 2 of these Terms and Conditions;
- 4.2. The Entrant may submit their Entry individually or as part of a group.
- 4.3. All Entries, including the completed application form, concept drawing(s), preliminary technical drawing(s), draft budget and media documenting previous work, must be received by August 31, 2019, 11: 59 PM (Gulf Standard Time) . Any submission after the end of the such deadline will not be permitted and shall be deemed by Expo 2020 Dubai®, as having relinquished the right to participate in the Contest.

5. APPLICATION PROCESS

- 5.1. The Entrant must submit the application form in English or Arabic on the Contest's dedicated online portal URL: <https://sabeel2020.ae/> ("**Portal**")



5.2. All documents provided in the Entry must be either in English or Arabic however all technical specifications, diagrams, files and drawings must be labelled in English.

5.3. The Entrants' submission of the Entry shall constitute the Entrant's consent (i) to participate in the Contest in accordance with these Terms and Conditions; (ii) to grant Expo 2020 Dubai® the right to use and transfer the Entrant's name, address and other personal information for the purpose of administering the Contest.

6. SHORTLISTING CONDITIONS

6.1. The Entry uploaded on the Portal must :

- 6.1.1.** Have the capacity to become iconic in nature and known universally as a symbol of tolerance and generosity;
- 6.1.2.** Be easily recognizable by residents and tourists for their emblematic design and nature;
- 6.1.3.** Be functional yet design-oriented with the ability to be mass-produced within the allocated budget;
- 6.1.4.** Be simple yet innovative in terms of water- gathering, dispensing and making use of ancient and/or new technologies, as well as hard wearing and long-lasting.
- 6.1.5.** Consider the architecture and environment of Expo 2020's site and visitor usability, including public health and safety standards;
- 6.1.6.** Be robust enough to withstand high level of usage, considering a projected 150,000 daily visitors to the Expo 2020 Site;
- 6.1.7.** Stand out conceptually, artistically and technically;
- 6.1.8.** Engage meaningfully with a broad, contemporary audience base, and encourage interactivity and engagement;
- 6.1.9.** Provide a memorable, captivating focal point that will bring the concept of the sabeel to life in a non-literal way;
- 6.1.10.** Show some flexibility in terms of concept, and be adaptable to place, design and install;
- 6.1.11.** Consider availability of materials locally and have the capacity to be produced within the parameters of the per unit budget specified
- 6.1.12.** Meet the deadlines of the Contest, the production process, and the installation timelines.
- 6.1.13.** Adhere to the guidelines set in place for the Contest including these Terms and Conditions.

6.2. The Entry upload on the Portal must not:

- 6.2.1.** be unlawful or promote any unlawful activity;



- 6.2.2.** be considered inappropriate, defamatory, abusive, discriminatory, offensive, obscene, threatening, misleading or hateful;
 - 6.2.3.** include any content or symbols of a religious or political nature;
 - 6.2.4.** Be offensive, obscene, derogatory or defamatory in nature;
 - 6.2.5.** be intended to harass another person or group of people;
 - 6.2.6.** be offensive, obscene, derogatory or defamatory in nature, and will be sensitive and respectful
 - 6.2.7.** include personal information of another person or persons, unless the Entrant has such person(s) written consent and submit it with it;
 - 6.2.8.** contain viruses or corrupted files; or be a copy of an image or video previously uploaded or published on any platform (and whether in hard-copy or soft-copy);
 - 6.2.9.** contain advertising or promotional materials.
- 6.3.** The Entrants shall be permitted to use the Expo 2020 Dubai®'s logo(s), tradename(s), trademark(s) upon obtaining the prior written consent of Expo 2020 Dubai®. Such usage shall at all times be in alignment with Expo 2020's Brand Guidelines.
 - 6.4.** Expo 2020 Dubai® shall, at its own discretion, have the right to disqualify the Entrant in the event of an unauthorized use of Expo 2020 Dubai® logo(s), tradename(s) and trademark(s).
 - 6.5.** The Entry shall at all times be in alignment with the Project Brief, the technical specifications, the instructions provided by Expo 2020 Dubai®, the health and safety regulations required for the realisation of the Entry and any other guideline set in place for the Contest including these Terms and Conditions.
 - 6.6.** Any non-compliance with the Terms and Conditions shall render any Entry null and void and the Entrant shall have no rights to claim any damage or compensation whatsoever.
- 7. ENTRY SCREENING AND SELECTION PROCESS**
- 7.1.** All Entries submitted by the Entrants will undergo an initial screening for completion by Art Jameel. Any incomplete, indecipherable or noncompliant Entries will be disqualified.
 - 7.2.** Once screened for completion, the Jury will review the approved Entries and select the top three (3) Entries, of which at least one (1) will be declared as the Grand Prize Winner.
 - 7.3.** The Grand Prize Winner(s) will be awarded One hundred thousand Dirhams (AED 100,000) each and at least one Grand Prize Winner will proceed to the commissioning stage to have their designs produced in multiples and positioned across the Expo 2020 Site and shall become the iconic Sabeel of the Expo 2020 Site.
 - 7.4.** At least one of the Grand Prize Winner(s) will execute a commissioning contract with Expo 2020 Dubai setting out each parties' rights and obligations under the commission.
 - 7.5.** The Grand Prize Winner shall be notified by email and telephone, as well as on social media accounts.



- 7.6. Expo 2020 Dubai® will have the ultimate right to amend the Entry as necessary for technical or practical reasons and which shall be decided solely by Expo 2020 Dubai®
- 7.7. Expo 2020 Dubai® reserves the right to void any Entry and disqualify such Entrant whom Expo 2020 Dubai® believes (in its sole discretion) have attempted to tamper with or impair the administration, security, fairness or proper play of this Contest and/or who are in violation of these Terms and Conditions.
- 7.8. By entering in this Contest, the Entrants agree to be bound by these Terms and Conditions and by the decisions of the Jury, which shall be final and binding in all respects and cannot give rise to any dispute or claim by the Grand Prize Winner or any third party, including any other Entrant in the Contest.

8. COPYRIGHT CONDITIONS

- 8.1. Each Entrant shall agree that, upon submission, all Entries shall become the exclusive property of Expo 2020 Dubai® and shall not be acknowledged or returned to the Entrant until after the Contest Term. After the submission of the Entries and during the Contest Term, the Entrant shall cease to reproduce, modify, adapt, publish, license, post, sell, translate, incorporate, create derivative works from, exploit, issue or communicate to the public and otherwise use (together "Reproduce") the Entry for any purpose, unless given written consent to do so by Expo 2020 Dubai®."
- 8.2. Subject to Clause 8, Each Entrant shall agree that Expo 2020 Dubai® or any of its affiliates, advisers and contractors may Reproduce each Entry as it so wishes, with or without the consent of the Entrant.
- 8.3. During the Contest Term and subject to Clause 8.1, Each Entrant shall agree that upon the Entry being submitted, the following shall vest entirely and without exception with Expo 2020 Dubai®:
 - 8.3.1. any copyright, patents, database rights and rights in trademarks, designs, drawings, know-how (whether registered or unregistered) including rights over any accompanying words, slogans or catch phrases ("**Intellectual Property Rights**") arising herein from and related to the Entry;
 - 8.3.2. applications for registration, and the right to apply for such registration, for any of the Intellectual Property Rights arising herein from and related to the Entry; and
 - 8.3.3. any other right inherently connected with the Intellectual Property Rights of or inherent to the Entry.
- 8.4. The Entrant shall warrant and represent that the Entry is an original work created by him/ her and does not violate or infringe upon the rights of any third parties, including, without limitation, any Intellectual Property Rights. The Entrant shall agree that he/ she will be liable to Expo 2020 Dubai® (including any of its affiliates, officers and employees) and indemnify it for breach of any warranty. (This means that the Entrant will be responsible to Expo 2020 Dubai® for any loss or damage suffered as a result of his/ her breach of a warranty).



- 8.5.** The Grand Prize Winner(s) shall grant Expo 2020 Dubai® an exclusive, royalty-free, transferable, irrevocable, worldwide license in perpetuity to use the Entry for any purpose including the right to Reproduce the Entry and the right to sublicense any or all of those rights to a third party.
- 8.6.** The Grand Prize Winner(s) shall do whatever is requested by Expo 2020 Dubai®, acting reasonably, to effect the transfer of any Intellectual Property Rights to Expo 2020 Dubai®, including entering into a binding agreement with Expo 2020 Dubai® for the assignment of Intellectual Property Rights in the Entry.
- 8.7.** The Entrant acknowledges that Expo 2020 Dubai® will receive many Entries, some of which may be similar to or identical to others. The Entrant acknowledges that it will not be entitled to any prize or compensation as a result of Expo 2020 Dubai®'s use of any such similar or identical Entry to its own Entry.
- 8.8.** The Grand Prize Winner(s) shall irrevocably assign to Expo 2020 Dubai® absolutely with full title guarantee all Intellectual Property Rights and/or any Copyrights in and related to the Entry, including but not limited to the right to use, reproduce, distribute, change, edit, alter, caveat, publish, exhibit or otherwise exploit, for any and all commercial and/or non-commercial use, the Entry and the right to sublicense any or all of those rights to a third party ("**Legal Assignment**"). No additional fees or compensation shall be paid by Expo 2020 Dubai® or any other party to the Entrant in relation to the Legal Assignment.
- 8.9.** The Entrant, being the sole owner of the Entry, so far as legally possible under any applicable laws, hereby waives absolutely and agrees not to enforce his moral rights in the Entry.
- 8.10.** During the Contest Term, the Entrant acknowledges and agrees that any Entry, once received by Expo 2020 Dubai®, cannot be shared or distributed by the Entrant in the public domain nor realized as a physical fountain without the prior written approval of Expo 2020 Dubai®.

9. GENERAL

- 9.1.** Under no circumstances is the transfer, assignment, or substitution of any Entry between the Entrants (or any portion thereof) permitted.
- 9.2.** Expo 2020 Dubai® shall have no responsibility of any nature for late, lost, stolen, incomplete, misdirected, delayed, garbled, damaged, inaccurate, or undelivered Entry; or for telephonic, human or computer failures, problems or errors, defects or delays in any transmission, interruptions in service due to system upgrades, repairs, modifications, maintenance or other causes, failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of Entries or emails, the announcement of the prizes, for any injury or damage to participant's or any other person's computer or other device relating to or resulting from participation in this Contest, or for printing,



typographical, human or other errors appearing in these Terms and Conditions or other Contest-related materials.

9.3. By submitting the Entry, the Entrant agrees that:

- 9.3.1.** Expo 2020 Dubai® and any employees, officers and affiliates may use and disclose (to the fullest extent permitted by applicable law) Entrant's name, city and state of residence, photograph, any oral or written statements, footage, and/or likeness for advertising, trade and/or any other purposes in any media and/or social media and/or on TV now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification;
- 9.3.2.** The Entrant's personal details such as full name, birthdate, email address, contact details, and home address will be stored and maintained with strict confidence into Expo 2020 Dubai® and Art Jameel's designated database and shall not be disclosed to any third party except for the purposing of effectuating these Terms and Conditions or as permitted by law;
- 9.3.3.** The Entrant authorizes all verifications required by Expo 2020 Dubai® concerning his/her identity;
- 9.3.4.** The Entrant shall be disqualified from the Contest in the event of the existence of any indication of falsified, fraudulent, false, untruthful, incorrect or inexact identity or address of any Entrant.
- 9.3.5.** Expo 2020 Dubai® (including affiliates, officers and employees) shall, except where caused by gross negligence, have no liability and shall be held harmless by the Entrant for any claims, demands, obligations, liability, suits, actions, proceedings, judgments, fines, losses, damages, penalties, charges, costs and expenses (including, without limitation, attorney's fees) in relation to the Entrant or any other person or entity, including, without limitation, personal injury or death to the Entrant or any other person or damage to personal or real property, arising from or related to this Contest, or due in whole or in part, directly or indirectly, to (i) the acceptance, possession or use of the Entry, (ii) any physical activity, travel or travel-related activity in relation to the Contest or participation in this Contest; and
- 9.3.6.** Expo 2020 Dubai® reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Contest and the Terms and Conditions (or portion thereof) without any notice to the Entrant, at any time and for any reason whatsoever especially if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Contest or for any other reason.

10. DELIBERATE DAMAGE

- 10.1.** Any attempt to deliberately damage or undermine the legitimate operation of this Contest may constitute (where applicable) a violation of criminal and civil laws and should such an attempt be made, Expo 2020 Dubai® reserves the right to seek damages (including attorneys' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law and shall be reported to the



relevant courts in the emirate of Dubai or in the United Arab Emirates according to the applicable laws of Dubai or the United Arab Emirates.

- 10.2.** Failure by Expo 2020 Dubai® to enforce any of its rights under these Terms and Conditions, at any stage, does not constitute a waiver of those rights.
- 10.3.** These Terms and Conditions are governed by the laws of the emirate of Dubai and the laws of the United Arab Emirates, where applicable. The Courts of Dubai shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with these Terms and Conditions.