

**OFFICIAL RULES**  
**The Andersen 2022 “Bright Ideas” Contest**  
**Sponsored by Andersen Corporation**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, FACEBOOK OR TWITTER (COLLECTIVELY “SOCIAL MEDIA SITES”).**

**Promotion Period.** The entry period for the Andersen 2022 “Bright Ideas” Contest (the “Contest”) begins at 12:00:01 p.m. (Pacific Time) on June 3, 2022 and ends on July 15, 2022 at 10:00:01 p.m. (Pacific Time) (the “Contest Period”). The Administrator’s time clock will be the official time keeping device for this Contest.

**Sponsor and Administrator.** This Contest is sponsored by Andersen Windows, Inc., 100 Fourth Avenue North, Bayport, MN 55003 (“Andersen” or “Sponsor”) and administered by Dwell Media LLC (“Dwell” or “Administrator”), 595 Pacific Avenue, 4th Floor, San Francisco, CA 94133.

**Eligibility.** This Contest is open to licensed Architects who are current legal residents of the fifty United States and the District of Columbia who are at least eighteen (18) years of age or older and above the age of majority in their home state of residence at time of entry. Void in Puerto Rico, Guam and any other U.S. territories or possessions or military installations. “Architect” means an individual/firm who is licensed to practice architecture, a licensed builder/contractor, or other licensed design/build professional. Any individual submitting an entry on behalf of an architecture firm must be an officer or other authorized representative of that firm. Employees, directors, officers, managers and agents of Dwell Media LLC, Andersen Windows, Inc., and their respective parent companies, affiliated companies, subsidiaries, partners, sponsors, advertising agencies, promotion and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Contest, and their immediate families (i.e., parents, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to enter this Contest. VOID WHERE PROHIBITED. Andersen Windows, Inc., Dwell Media LLC, and their respective parent companies, subsidiaries, and affiliates, and each of their respective employees, officers, members, directors, and shareholders will be collectively referred to as the “Contest Entities”.

By participating in the Contest, you (“you” or “Entrant”)

- (a) acknowledge compliance with these Official Rules;
- (b) represent and warrant that you meet all the eligibility criteria set forth in these official rules;
- (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and
- (d) agree to indemnify, defend, release, and hold harmless Released Entities (hereinafter defined) from and against any and all damages, claims and liability (including attorney’s fees and costs) arising out of or relating in any way to your participation in Contest, your entry, and your acceptance or use of any Prize (hereinafter defined) and to release all rights to bring any claim, action or proceeding against Released Entities. This includes, but is not limited to, any and all claims, demands, damages and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or damage of any kind, or any other harm, suffered directly or indirectly arising from or in connection with Entrant’s participation in and/or entry into the Contest or the receipt or acceptance, redemption, possession, use or misuse of the Prize, including but not limited to traveling to, preparing for and/or participating in any

Contest or Contest Prize related activity, and for any claim including claims based on merchandise delivery, defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related or other cause of action.

**How To Enter.** To enter, during the Contest Period, Entrant must:

1. access the contest entry page at [dwellmedia.typeform.com/Andersen](http://dwellmedia.typeform.com/Andersen) and
2. follow the instructions to input their name and email address; and submit information detailing entrant's fenestration project, including:
  - (a) architect's name,
  - (b) project location,
  - (c) project category (single family or multifamily),
  - (d) completion date (for built projects),
  - (e) a list of any Andersen products included in the design (if applicable, but not required to enter or win),
  - (f) a summary of the design highlights, and
  - (g) photos of the project (whether uploaded directly to Typeform or shared via a download link). Image files should be high-res jpegs and not exceed 10MB.
3. Entries cannot contain, display or reference
  - (a) any commercial/corporate advertising, logos, brand names, trademarks or slogans other than those owned by Sponsor or Administrator;
  - (b) disparaging or defamatory images (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group);
  - (c) depictions of dangerous or illegal activity;
  - (d) depictions of indecent behavior or obscenities, including but not limited to, nudity, or pornography;
  - (e) material or content that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement; or
  - (f) any images, artwork or depiction that personally identifies any person without their prior written consent to use such image, artwork or depiction for purposes of the entry.

By submitting an entry, each Entrant agrees, with respect to each of the Entrant's entries:

- (a) to be bound by these Official Rules and by the decisions of the Contest Entities, which are final and binding in all respects;
- (b) to be contacted by Contest Entities by mail, email or telephone;
- (c) to grant, and by submitting the entry; hereby irrevocably grants, to Contest Entities an unconditional, perpetual, worldwide, irrevocable, exclusive, royalty-free, paid-up right and license to copy, post, display, publish, use, transmit, distribute, adapt, edit and/or modify the entry, including all designs and photographs included in the entry, in any way, in any or all media, for any purpose, without limitation, and without consideration to Entrant (the "License"); and
- (d) that, except where prohibited by law, Contest Entities may publish or incorporate winning entrant's name and/or likeness, address (city and state only), and prize information, in any and all media now existing or hereafter devised for promotional or any other purpose whatsoever, without attribution, notification, compensation or consents. Contest Entities reserve the right in their sole discretion to disqualify any entry that, in its sole opinion, does not comply with these requirements or these Official Rules.

By submitting an entry, Entrant represents and warrants that:

- (1) Entrant is the photographer of any photographs used in the entry and has received all rights,

- releases and permissions which may be necessary to grant the License from the photographer and any individual appearing in said photographs;
- (2) Entrant is the architect and author of the design shown in the entry or has received all rights, releases and permissions which may be necessary to grant the License from the architect(s) or author(s) of the design; and
  - (3) The entry does not violate or infringe any copyright, trademark/trade name, logo, intellectual property right, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity.

**ENTRANT ACCEPTS FULL RESPONSIBILITY FOR THE CONTENT SUBMITTED AND AGREES TO INDEMNIFY SPONSOR, ADMINISTRATOR, AND OTHER RELEASED ENTITIES FOR ANY BREACH OF THE FOREGOING REPRESENTATIONS, WARRANTIES AND GRANTS.**

No hand or e-mail deliveries of entries will be accepted. Use of a false email account or otherwise violating these Official Rules will disqualify an entry upon discovery by Contest Entities. Contest Entities are not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, illegible lost, late, misdirected, garbled, or delayed entries or other communications or other technical problems related to the Contest or Contest entries. The use of scripts or any automated system to enter is strictly prohibited. Contest Entities, in their sole discretion, reserve the right to disqualify any person who tampers with the entry process or the operation of the Dwell.com website, or who otherwise violates these rules. Limit. Entrants may submit multiple projects and will receive one (1) entry per individual project, but each property must be submitted as a separate entry and each project must be unique. Entrant may not submit the same project or property multiple times. Entrant's Contest entry will be determined as received according to Administrator's time clock. No entries will be accepted except by the means outlined above. Use of a false email account will disqualify entry upon discovery by Contest Entities.

**Prize.** Based on the judging criteria detailed herein, Contest Entities will select three (3) total winners as follows:

Single-Family:

- One (1) winner will be selected based on a project in the "single-family" category. For purposes of this contest, "single-family" means a building that is maintained and used as a single dwelling unit; and

Multi-Family:

- One (1) winner will be selected based on a project in the "multi-family" category.

For purposes of this contest, "multi-family" means housing where multiple separate housing units are contained within one building or complex; and

Runner-Up:

- Two (2) runner-up winners will be recognized for a built project from the total entries of the other categories set forth above.

Subject to compliance with these Official Rules, the confirmed winners ("Winners") will have their winning entries featured in editorial coverage on Dwell.com and in Dwell magazine, at Administrator's sole discretion. Prize has no cash value and no retail value. Accordingly there is no approximate retail value ("ARV") for this Prize.

The value of the Prize set forth above represents the Contest Entities' good faith determination of the maximum ARV thereof, and the actual fair market value, as ultimately determined by the Contest Entities, cannot be challenged or appealed.

Winner is responsible for any other costs incurred beyond the value of the Prize, including without limitation all federal, state, local and income taxes associated with winning the Prize.

No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is

permitted by Winner.

**Judging of Eligible Entries and Selection of Potential Winners.** Winners will be determined by an esteemed panel of judges. Judges will judge entries using the following criteria on a scale of 1-10:

1. Creative approach to fenestration and daylighting
2. Environmental responsibility in creating safe, healthy living spaces, and built with responsibly sourced materials
3. Structural innovation (i.e. use of a new material or method)
4. Aesthetic or formal innovation (i.e. use of new shapes and forms)
5. Contextualism (whether the project is responsive to the conditions that surround the building, i.e. being sympathetic to scale, materials, and program)

Winners will be selected based on the highest total numerical score (out of 50 points possible). In the event of a tie, the winner will be the entrant with the highest score in category 1, then category 2, then category 3, then category 4, then category 5, sequentially until the tie is broken. The tiebreaking decision will be final.

The winning projects will be identified on October 3, 2022. Prior to the nominee announcement, each potential nominee will be notified by phone or e-mail, and must execute and return an Affidavit of Eligibility and Release within 5 days of notification in order to be considered for a prize. In the event of noncompliance with these requirements, the nomination will be forfeited, the Entrant will be disqualified, and the Entrant with the next highest score will become an alternate nominee. Nominees and potential winners are subject to verification by Contest Entities whose decision is final and binding in all matters related to the administration, judging, and operation of promotion.

#### **GENERAL CONDITIONS FOR CONTEST**

Use of a false email account or other inaccurate entry information will disqualify an entry upon discovery by Contest Entities. ANY ATTEMPT TO DELIBERATELY DAMAGE CONTEST ENTITIES' WEBPAGES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ENTITIES RESERVE THE RIGHT TO DISQUALIFY AND SEEK DAMAGES OR OTHER REMEDIES FROM YOU TO THE FULL

EXTENT ALLOWED BY LAW. Contest Entities further reserve the right at their sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner at any time during the Contest, or with the intent to annoy, abuse, threaten or harass any other person, and to seek damages or other remedies to the full extent allowed by law.

General Conditions/ Releases/ Disputes. Contest Entities may, to the maximum extent permitted by applicable law and in their sole discretion, cancel, suspend, terminate or modify this Contest if it cannot be completed as planned due to computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures, Force Majeure, or other conditions beyond Contest Entities' control, and, if feasible, to select a winner from eligible, salvageable and non-suspect entries received on or before the termination date, according to the judging criteria set forth above. Inclusion in such modified procedure shall be each Entrant's sole and exclusive remedy under such circumstances. In no event will more than the stated number of Prizes be awarded. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Contest Entities' sole and absolute discretion. The invalidity or enforceability of any provision of these Official Rules shall not affect the validity or enforcement of any other provision.

Entrants acknowledge that Sponsor, Administrator, and/or the other Released Entities (as defined below) do not make, nor are in any manner responsible for any warranty, representations, express or implied, in fact or in law, relating to the quality, conditions, fitness or merchantability of any aspect of

the Contest or any Prizes. All prizes are awarded AS IS. All Entrants acknowledge that the Released Entities are not responsible for and shall not be liable for: (i) Entries that are lost, misdirected, unintelligible, corrupted, incomplete, late, or otherwise not in compliance with these rules; (ii) any act, failure to act, delay, or error relating to the transmitting or processing of entries; (iii) telecommunications network, phone system, computer system, hardware, or software malfunctions, failure, disconnection, data loss, or other difficulties of any kind, including any injury or damage to an Entrant's or other person's computer related to or resulting from participating in the Contest, or accessing or downloading materials relating to the Contest; (iv) any conditions caused by events beyond the control of the Released Entities that may cause the Contest to be disrupted or corrupted; (v) any losses, injuries, or damages of any kind resulting directly or indirectly from participation in the Contest and/or acceptance, use, or misuse of any prize awarded in the Contest or any prize-related activity; or (vi) any printing or typographical errors in any materials relating to the Contest.

BY PARTICIPATING IN THIS CONTEST, ALL ENTRANTS AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, SOCIAL MEDIA SITES, AND EACH OF THEIR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSEES, DISTRIBUTORS, DEALERS, AND VENDORS, AND THE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES OF ALL SUCH COMPANIES (COLLECTIVELY "THE RELEASED ENTITIES") FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, ACTIONS OR PROCEEDINGS OF ANY KIND AND FROM ANY AND ALL LIABILITY, LOSSES, DAMAGES, COSTS AND EXPENSES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH (A) YOUR PARTICIPATION IN THIS CONTEST, (B) ANY BREACH OR ALLEGED BREACH BY THE ENTRANT OF ANY OF THE WARRANTIES, REPRESENTATIONS, AGREEMENTS, REQUIREMENTS, OR TERMS OF THESE OFFICIAL RULES, (C) CREATION OR DISTRIBUTION OF YOUR ENTRY, DESIGN, OR PHOTO, IN WHOLE OR IN PART, OR (D) ACCEPTANCE, POSSESSION, OR USE/MISUSE OF ANY PRIZE OR PRIZE-RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, PERSONAL INJURIES, DEATH, PROPERTY DAMAGES, DEFAMATION, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND CLAIMS BASED ON THE RIGHTS OF PUBLICITY AND PRIVACY.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

AS A CONDITION OF ENTERING THE CONTEST, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR SELECTED BY AND IN ACCORDANCE WITH THE EXPEDITED RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA), WHICH MAY BE FOUND ON AAA'S WEBSITE AVAILABLE AT [HTTPS://WWW.ADR.ORG/SITES/DEFAULT/FILES/CONSUMER-RULES-WEB.PDF](https://www.adr.org/sites/default/files/consumer-rules-web.pdf). IF AAA IS NOT AVAILABLE FOR ANY REASON OR REFUSES TO ADMINISTER THE ARBITRATION, THE PARTIES SHALL MUTUALLY AGREE TO SELECT AN ARBITRATOR UNDER THE RULES OF ANOTHER ALTERNATIVE DISPUTE RESOLUTION PROVIDER; (III) AT ENTRANT'S REQUEST, SPONSOR WILL ADVANCE THE COST OF THE INITIAL FEES ASSOCIATED WITH ARBITRATION, PENDING THE ARBITRATOR'S DETERMINATION OF ENTRANT'S ABILITY TO PAY AND THE APPROPRIATE DISTRIBUTION OF FEES; (IV) ANY AND ALL CLAIMS,

JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES; (V) ANY ARBITRATION UNDER THIS ARBITRATION CLAUSE SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. 1 ET. SEQ.), AND NOT BY ANY STATE LAW CONCERNING ARBITRATION, EXCLUSIVE OF ANY CONFLICT OR CHOICE OF LAW RULES. THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAWS OF THE STATE OF MINNESOTA IN RENDERING AN AWARD; (VI) THE PARTIES CONSENT TO EXCLUSIVE PERSONAL JURISDICTION IN MINNESOTA; (VII) ANY AWARD RENDERED BY THE ARBITRATOR MAY BE CONFIRMED AS A JUDGMENT IN ANY FEDERAL DISTRICT COURT WHERE EITHER THE ENTRANT OR SPONSOR RESIDES; AND (VIII) IF ANY PART OF THIS ARBITRATION CLAUSE, OTHER THAN WAIVERS OF CLASS ACTION RIGHTS, IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINDER SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION RIGHT IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON IN A CASE IN WHICH CLASS ACTION ALLEGATIONS HAVE BEEN MADE, THE REMAINDER OF THIS ARBITRATION CLAUSE SHALL BE UNENFORCEABLE.

No Instagram/Facebook/Twitter Endorsement. The Contest is in no way sponsored, endorsed or administered by, or associated with any of the Social Media Sites. Any information you provide in connection with the Contest are to Contest Entities and/or sponsor's administrators and not to the Social Media Sites. Please see Privacy section below. You understand that by using and interacting with the Social Media Sites, you are subject to the terms, conditions, and policies that govern the use of those sites. You should therefore review the applicable terms and policies for the Social Media Sites, including privacy and data gathering practices, before using or interacting with the Social Media Sites.

**Privacy.** The information you provide will be used by Sponsor and Administrator to administer this Contest, including for verification of eligibility to participate in the promotion and for prize fulfillment purposes as needed. All information will be treated in accordance with these Official Rules, Dwell's Privacy Policy at <https://www.dwell.com/privacy> and Andersen's Privacy Policy at <https://www.andersenwindows.com/support/privacy/>.

**Publicity.** By participating in this Contest and/or accepting a prize, each Entrant gives permission to Contest Entities to use Entrant's name, username, photograph, voice, biographical information, and likeness, in any and all media, for advertising and promotional purposes, without further compensation or notice, worldwide and in perpetuity, in any and all forms of media, now known and hereafter devised, including without limitation on-line, unless prohibited by law.

Name of Winner. For the names of the winners, send a self-addressed, stamped envelope to Dwell Media LLC, 595 Pacific Avenue, 4th Floor, San Francisco, CA 94133 Attn: Andersen Bright Ideas Winner List. All requests must be received within six months after the end of the Contest. VT residents may omit return postage.

**ANDERSEN is a registered trademark of Andersen Corporation. DWELL is a registered trademark of Dwell Media LLC.**

All third-party trademarks referenced herein are the properties of their respective owners.