Updated April 4, 2020:
Submission deadline changed to October 31st in response to COVID-19
Updated March 5, 2020:
Changes made to Section 11. PROMOTION AND EXHIBITION

1 OVERVIEW

1.1 Project objective
The LAGI 2020 FLY RANCH Design Challenge invites individuals and interdisciplinary teams to design a public artwork that integrates renewable energy technology, water technology, agricultural technology, shelter, waste reduction technology, and other sustainable infrastructure technologies for specific sites within Fly Ranch, a 3,800 acre property owned by Burning Man Project. For details refer to the LAGI 2020 FLY RANCH Design Guidelines document and visit **https://lagi2020flyranch.org**.

1.2 Invitation
Land Art Generator Initiative 2020 design challenge (also herein referred to as “design competition” or “competition”) for Fly Ranch ("LAGI 2020 FLY RANCH”) is a project of Society for Cultural Exchange, a nonprofit corporation based in the United States, doing business as the Land Art Generator initiative (LAGI), and which shall hereafter be referenced in these Conditions as “LAGI.” LAGI is also the Professional Adviser to the competition and is the administrator of the competition.

Burning Man Project is a nonprofit public benefit corporation (“BURNING MAN”). BURNING MAN is the sponsor of the competition (“Sponsor”) and is also the owner of the design site.

LAGI and BURNING MAN invite eligible Entrants to participate in LAGI 2020 FLY RANCH in accordance with these Conditions and the details set forth in the Supplemental Documents listed in Appendix A.

1.3 Competition purpose
LAGI 2020 FLY RANCH is a design challenge intended to inform the next steps in the sustainable development of Fly Ranch as a year-round venue for experimentation and learning. There is no guarantee by the Sponsor that any of the design Entries will be constructed. Continuation of a successful LAGI 2020 FLY RANCH entry through on-site prototyping, and/or through detailed design and construction will comply with the guidelines set forth by the Sponsor. Refer to Section 10 “HONORARIA” for more information.

1.4 Competition eligibility
This is an *Open Competition* and does not limit eligibility of Entrants. It is open to artists, architects, non-architects, and creatives of all disciplines (or those with no creative discipline at all). Detailed eligibility criteria are outlined in Section 4 “ENTRY REQUIREMENTS.”

1.5 Competition staging
LAGI 2020 FLY RANCH is a single stage competition, that reserves the option of continuing into subsequent stages. The associated on-site prototyping honoraria process described in Section 10 is the

award round of the single stage and is not a second stage or refined concept stage. *No second-round formal jury process will be associated with the prototyping honoraria process.*

2 COMPETITION GOVERNANCE

2.1 Sponsor

The Sponsor of LAGI 2020 FLY RANCH is BURNING MAN.

2.2 Sponsor obligations

The Sponsor:

- authorizes the Professional Adviser to conduct LAGI 2020 FLY RANCH, to make all required decisions and determinations in relation to it;
- has the authority to make decisions and determinations in relation to LAGI 2020 FLY RANCH, and to make disbursements of honoraria to selected participants (through or coordinated by Professional Adviser), and;
- in the event that subsequent stage funding is available, and in the event that the selected designs meet the requirements set forth by the Sponsor, and if the prototype of the selected design meets approval by the Sponsor, the Sponsor reserves the right to directly engage selected Entrants in a scope of work to realize the design at a greater level of completion.

2.3 Professional Adviser

The Professional Adviser is: Land Art Generator initiative (LAGI).

2.4 Professional Adviser obligations

The Professional Adviser:

- is authorized by the Sponsor to prepare and coordinate LAGI 2020 FLY RANCH and to make all necessary decisions and determinations in relation to it as agreed to by BURNING MAN and LAGI;
- will ensure anonymity of entries, where required by these conditions;
- will ensure that confidentiality is maintained throughout LAGI 2020 FLY RANCH;
- will ensure that all entries comply in all respects with these Conditions, and disqualify any entry that does not comply;

- will ensure that Entrants have the opportunity to ask questions and receive answers to all questions asked by Entrants;
- will promptly notify Entrants of any material change in the LAGI 2020 FLY RANCH Conditions, key dates, the Design Brief, or the constitution or identity of any of the key participants, including Jury members;
- must promptly respond and take appropriate action after advice of any actual, potential, or perceived conflict of interest;
- shall assist in coordination of the honoraria to selected LAGI 2020 FLY RANCH participants;
- act in accordance with and ensure compliance with these conditions;
- make no attempt to unfairly or inappropriately influence the Jury process or any member of the Jury, and;
- accept the decision of the Jury as final.

2.5 Contact information

Where an Entrant needs to communicate with the Professional Adviser in accordance with these Conditions, such communication must be in writing, addressed as follows:

Professional Adviser contact information:

LAGI 2020 FLY RANCH
The Land Art Generator Initiative
lagi@landartgenerator.org

6232A Corson Ave S
Seattle, WA 98108
USA

3 COMPETITION INTEGRITY

3.1 Equity of treatment and access

To ensure that all Entrants are treated equally and have the same access to participation in LAGI 2020 FLY RANCH, each Entrant must:

- comply in all respects with these conditions;
- not act or behave in any way that could bring LAGI 2020 FLY RANCH into disrepute or compromise its integrity;
- not act or behave in any way that could inappropriately influence, or be seen to influence, the Jury or any outcome of LAGI 2020 FLY RANCH;
- inform the Professional Adviser of any actual, potential, or perceived conflict of interest, and;
- cooperate fully with the Professional Adviser to provide any reasonable information requested, or to assist any investigation into potential breaches of these conditions.

3.2 Authorized communications
Except where these Conditions provide otherwise, all communications from Entrants or prospective Entrants, including questions, complaints, and notices required or permitted by these Conditions, must be in writing and addressed to the Professional Adviser.

Contact information is provided in Section 2.5.

3.3 Unauthorized communications
Other than as prescribed by these Conditions, each Entrant must not, in relation to LAGI 2020 FLY RANCH:

- communicate during LAGI 2020 FLY RANCH with any Jury member, or representative of the Sponsor regarding the Entrant's designs to LAGI 2020 FLY RANCH;
- make or be associated with any public comment about LAGI 2020 FLY RANCH or another Entrant, or make public any confidential information obtained in relation to LAGI 2020 FLY RANCH.

3.4 Lobbying or seeking assistance
Entrants must not request anything from the Sponsor, any Adviser, or any Jury member with the intent of securing preferential treatment, access to information, assistance, or advice that is not available to all other Entrants.

3.5 Anti-competitive behavior
Entrants must not engage in any collusion, anti-competitive conduct, or similar conduct with any other Entrant or person in relation to their entry in LAGI 2020 FLY RANCH.

An Entrant may be immediately disqualified for any collusive or anti-competitive conduct.

3.6 Anonymity and confidentiality
Where these conditions require entries to be submitted anonymously, Entrants must take all reasonable steps and do everything required by these conditions to ensure that anonymity of their entry is maintained.

Apart from anything made public by the Sponsor or Professional Adviser, all information provided to Entrants in relation to LAGI 2020 FLY RANCH is confidential and must be kept confidential, except where the Entrant:

- is required by law to provide such confidential information to a court or other responsible authority, or
- is obtaining advice or assistance from its advisers in relation to LAGI 2020 FLY RANCH.

The Professional Adviser will ensure the confidentiality of all entries and the designs embodied in them, except where the Professional Adviser:

- is required by law to provide such confidential information to a court or other responsible authority; or
- is obtaining advice or assistance from its advisers in relation to LAGI 2020 FLY RANCH;
- makes public submitted materials for the purpose of promotion or exhibition in accordance with these Conditions, or;
- has obtained the consent of an Entrant to make all or part of an entry public.

Until the conclusion of the LAGI 2020 FLY RANCH Jury process, Entrants cannot reveal the identity of their own or any competition design submission or share any images or ideas pertaining to any competition design submission to any member of the LAGI 2020 FLY RANCH Jury, LAGI 2020 FLY RANCH design site owner (Sponsor), or the general public. By submitting a proposal, each Entrant automatically affirms compliance with LAGI 2020 FLY RANCH requirements, rules and guidelines, and agrees that any violation will result in immediate disqualification from consideration.

3.7 Complaints procedure

All complaints in relation to LAGI 2020 FLY RANCH must be directed to the Professional Adviser, who will investigate and make a determination in relation to the complaint. Any such determination of the Professional Adviser is final.

A complaint must be submitted in writing as soon as practicable after the circumstances that led to the complaint became known. The written complaint must set out, at least:

- the circumstances forming the basis of the complaint;
- the impact of the complaint on the person or organization making the complaint;
- any other relevant information, and;
- the remedy or corrective action desired by the person or organization making the complaint.

4 ENTRY REQUIREMENTS

4.1 Entrant eligibility

There are no restrictions on team size and/or makeup. LAGI 2020 FLY RANCH is open to everyone, but is in particular aimed at artists, urban planners, architects, landscape architects, inventors, designers, and engineers of all sorts. It is recommended (but not mandatory) that the team be comprised of

interdisciplinary members so as to arrive at the most well-conceived result but we also recognize that great ideas can spring from individual efforts.

As an international design competition, LAGI 2020 FLY RANCH is open worldwide to professionals, any member of the public, and to students (there are no age restrictions). An Entrant may either make a Submission individually or as a team ("Entrant"). Each team shall identify one team member as its Point of Contact ("Point of Contact") during the registration and submission processes.

The Professional Adviser shall direct all competition-related communications to the Point of Contact. Any awarded honoraria shall be distributed to the Point of Contact of the winning Entrant.

A team (Entrant) may be composed of a group of otherwise unaffiliated individuals and/or represent an existing organization, firm, or agency.

Unless awarded an honorarium pursuant to the rules herein, no Entrant shall receive or be entitled to receive any payment or monies related to or as a result of a submission or for granting the Professional Adviser any right herein or associated with LAGI 2020 FLY RANCH.

4.2 Entrant ineligibility
The following are ineligible to enter LAGI 2020 FLY RANCH:

- Jury members, Technical Advisers, Shortlisting Committee Members, Burning Man Project Board Members, full-time employees of Burning Man Project, members of the Fly Ranch working group at Burning Man Project, and LAGI Board Members and staff.

4.3 Entrant obligations
In addition to any other obligations set out in these conditions and for the sake of clarity, all Entrants in LAGI 2020 FLY RANCH must:

- comply in all respects with these conditions;
- maintain anonymity and confidentiality, where required;
- respect moral rights and copyright of others in relation to development of their entry;
- promptly inform the Professional Adviser of any actual, potential, or perceived conflict of interest, and;
- make no attempt to unfairly or inappropriately influence the jury process or any member of the Jury, and accept the decision of the Jury as final.

4.4 Registration
Registration should be completed by one member (Point of Contact) representing each submission to LAGI 2020 FLY RANCH. The email address and login information for the registered Point of Contact will

be automatically associated with a unique, random, and private registration number that will be used during the Jury process to identify the Entrant.

The purpose of registration is:

- to ensure that the individual or team proposing to enter LAGI 2020 FLY RANCH is eligible to do so;
- to maintain accurate contact information for the Entrant Point of Contact, and;
- to allocate a registration number to each Entrant, which must be used as the sole means of identifying the submitted entry.

To register for LAGI 2020 FLY RANCH, prospective Entrants (designated Point of Contact) must:

Create an account at **https://competition.landartgenerator.org/register**. This link is easily accessed from the main LAGI 2020 FLY RANCH website: **https://lagi2020flyranch.org**.

Enter your email address, first and last name, and pick a password. Once registered you will stay informed of all LAGI 2020 FLY RANCH updates via email.

During registration an identification number will be automatically assigned to each Entrant. (The number will be visible in the URL on the submission page). In order to maintain anonymity during the selection process, all the documents you upload will be renamed using Entrant's identification number. There is therefore no reason for an Entrant to know or to use its identification number on documents or anywhere else.

Registration and submission to LAGI 2020 FLY RANCH is free.

If Entrants encounter any difficulties, please email **lagi@landartgenerator.org**.

4.5 Withdrawal of an entry

An Entrant may withdraw their entry from LAGI 2020 FLY RANCH at any time before the deadline.

Withdrawing may be accomplished by logging in at **https://competition.landartgenerator.org**, accessing the submission, and deleting the previously uploaded files.

An Entrant who wishes to withdraw after the deadline for submitting entries in the final stage of LAGI 2020 FLY RANCH, but before the announcement of a winner, may submit a written request to withdraw to the Professional Adviser, who, at their sole discretion, may accept or reject the request.

An Entrant may not withdraw from LAGI 2020 FLY RANCH after announcement of awards.

4.6 Non-compliant entries and disqualification
Where an Entrant fails to comply in any respect with these conditions, the Professional Adviser may disqualify the Entrant. Such noncompliance may include:

- breach of any obligation of these conditions;
- not submitting an entry before the deadline or submitting it at a location or in a manner not in accordance with these conditions;
- submitting an entry that does not address all requirements of these conditions or the Design Guidelines (refer to clause 6.2), or;
- disclosure of an Entrant's identity to the Jury, where anonymity is required.

Noncompliant Submissions shall be disqualified. Professional Adviser is under no obligation to notify the Entrant of a Submission's disqualification, however Professional Adviser may notify, in writing, any Entrant who has been disqualified or who is required to undertake remedial action to avoid being disqualified.

Where the Professional Adviser deems that a non-compliance might be remedied without undue advantage or disadvantage to any Entrant, the Professional Adviser may request the non-complying Entrant to undertake the proposed remedial action and specify the time for it to be completed.

4.7 Entrant anonymity
Anonymity of Entrants is required.

During the selection (Jury) process, the only means of identifying the authorship of any entry materials will be the Entrant's registration number, which is automatically generated by the web application as a part of the online submission process.

Knowledge of the identity of each Entrant and their registration number will be restricted to the Professional Adviser where applicable.

To maintain anonymity, all Entrants must:

- not include any name, brand device, logo, or any other identifier on submitted materials that could potentially identify the Entrant to the Jury or any other person involved in organizing LAGI 2020 FLY RANCH, and;
- if they so choose, ensure that their registration number is the sole identifier on all submitted materials. This is not required as the web application will assign the registration number as metadata to the uploaded files. Entrant registration number can be found in the URL during the submission process.

For example:
https://competition.landartgenerator.org/flyranch2020/submission/XXXXXXXX/review/
"XXXXXXXX" above represents the random 8-character registration number assigned.

4.8 Entrant declaration
The Entrant must declare their compliance as a part of the submission process online.

4.9 Retention of entries
Entries to LAGI 2020 FLY RANCH are electronic. Any physical drawings or models used in presentations or exhibitions will not be returned to Entrants, except where previously arranged in writing, and may be retained, archived, or disposed of by the Sponsor at their discretion.
Refer to Section 10 for information related to the retention and ownership of on-site prototypes.

Use or publication of submitted entries and the design concepts embodied in them will be in accordance with Section 11 of these Terms & Conditions.

5 COMPETITION TIMETABLE

5.1 Overview
The timetable of LAGI 2020 FLY RANCH is as follows:

Action/Task	**Time/Date**
Issue of Design Guidelines and supplemental documents Additional documents may be made available after this date. When new documents are made available registered teams will be notified by email to the address provided during registration.	January 15, 2020
Commencement of open design period	January 15, 2020
Commencement of Q&A period	January 15, 2020
End of Q&A period for Entrant questions	SEPTEMBER 15, 2020
Last date for issue of answers to Entrant questions	SEPTEMBER 22, 2020
Last date for submission of entries ("**Submission Deadline**")	OCTOBER 31, 2020
Preliminary evaluation of entries	November 2020
Shortlisting Committee evaluation of entries	Early January 2021
Jury of evaluation of entries	February 2021
Announcements	March 2021
Prototyping on-site at Fly Ranch	Spring and Summer of 2021
Book Launch	Late 2021 or Early 2022

5.2 Subsequent Stages
The timetable in relation to any subsequent stages shall be determined at a later date and outlined in a separate Terms & Conditions document dedicated to the management of those stages.

6 COMPETITION PROCESS

6.1 Purpose
The purpose of this design challenge is to develop a broad conceptual approach to the Project. Entrants are to investigate and propose, at a strategic level, fundamental planning outcomes, broad functional planning relationships, and a clear form, identity, and character for the Project. There should be a demonstrated understanding of technical feasibility with regard to the functional and infrastructural aspects of the Project.

6.2 Design Guidelines and site information
The design brief for LAGI 2020 FLY RANCH is separate to these Conditions and is a part of a complete Design Guidelines document available at **https://lagi2020flyranch.org**.

The Design Guidelines document contains relevant background, contextual and site information, as well as strategic objectives and functional requirements for the Project.

> Additional downloads (supplemental documents to the Design Guidelines) including detailed site plan, photos, and reference materials are available on the LAGI 2020 FLY RANCH web application portal at **https://lagi2020flyranch.org**.

6.3 Questions and Answers (Q+A)
During the Q&A period specified in Section 5.1, Entrants may ask questions relating to LAGI 2020 FLY RANCH to clarify any aspect of:

- these Conditions;
- the Design Guidelines document;
- any background, contextual or site information provided to Entrants, or any other information considered necessary or desirable to prepare a complying entry.

All questions must be in writing by email and addressed to the Professional Adviser.

The Professional Adviser will endeavor to respond to questions within 10 working days of receipt, but in any case, not later than the last date for issue of answers to Entrant questions shown in Section 5.1.

Details of questions asked, and the Professional Adviser's response will be provided to all current

Entrants, except where the question or answer:

- relates to confidential or proprietary information of an Entrant, and
- has no impact on the fairness, equity, or integrity of LAGI 2020 FLY RANCH.

6.4 Entry deliverables ("Submission" format)
A complying entry to LAGI 2020 FLY RANCH will comprise the following:

- Exactly three (3) A1 size layout boards (PDF only).
  A1 size is based on the international ISO 216 standard (594mm × 841mm).

- Each layout board may not exceed 20MB file size.

- Nowhere on the layout boards or written description file can there be any personal identifying information. The jury will see these boards and we must maintain anonymity of the entries.

- Layout boards must all be landscape in orientation (for consistency in jury review).

  For examples of layout boards you can visit past LAGI design competition portfolios such as **https://landartgenerator.org/LAGI-2019**.

- One (1) DOC or TXT format text file containing:

  - a 1,500-word maximum written description (do not include any information within the written description file that could identify who the team members are);
  - technology used in your design;
  - list of construction materials;
  - list of activities your design would support;
  - list of system inputs (what is required to operate your system on an annual basis and what kind of maintenance is required?);
  - list of system outputs (for example, how many kilowatt-hours or cubic meters of water, what waste materials are generated and where do they go?);
  - dimensions, list of the primary materials used in your design;
  - order-of-magnitude conceptual cost estimate;
  - a short summary of your strategy for on-site prototype development in the event that you are chosen for an honorarium grant, and;
  - a 500-word maximum environmental impact summary (this may be in addition to the 1,500-word narrative)
    Do not include any identifying information in the written description file.

- Three (3) to twelve (12) JPG (300 dpi) image files (without text) or simple diagrams. These should be the same images used in the layout boards. Images can be any orientation and dimension but must not exceed 50MB each in file size. The purpose of these image files is to facilitate the production of the book. The top submissions will be published in this book. Please note that we might contact you for more images for the purposes of publication and exhibition. CMYK is required.

- Language must be English

7.5 Submission requirements

Submissions shall be accepted until the date of the Submission Deadline at 23:59 (11:59pm) anywhere on earth (AOE). This means that the deadline has not passed if, anywhere on earth, the deadline date and time has not yet passed. Submissions received after that time may be deemed noncompliant and may be rejected from consideration.

Each entry must be submitted only in digital format at **https://competition.landartgenerator.org/flyranch2020**.

- Entrants composed of a team of individuals may submit only one entry to LAGI 2020 FLY RANCH. Individuals may not be on more than one Entrant team.

- Be sure that no personal identifying information is visible on any of your layout boards, written description, or JPG images.

- There is no need to place your Registration Number on your documents or to name your files in any particular way. During the uploading process, the file names will be assigned automatically and associated with your team.

- Go to **https://competition.landartgenerator.org/** and log in.

- Click “Upload Your Submission” and follow the instructions.

- Upload your files using the online forms. Locate each of your PDFs, JPGs, and your text file on your local computer by clicking “Add File” in each upload field. Make sure that your email address and all other team information is correct, and that all required fields are completely filled in. This is the information we rely on for publications and exhibitions.

- Please be patient while each file upload is in process and do not navigate away from the page.

- Click the “Save & Continue” buttons on each page, and the “Review and Submit” button on the final page.

- Until the LAGI 2020 FLY RANCH deadline, you may log in and replace any of the files associated with your submission.

Professional Adviser assumes no responsibility for technical problems or other conditions including any failure of the online submission process and/or email transmission error preventing the timely receipt or the judging of a Submission from any Entrant.

7.6 Entry deadline
Entries must be submitted by the Submission Deadline. Late submissions shall not be considered.

7.7 No presentation to Jury
Entrants will have no opportunity to present their submissions to the Jury in person.

The documents submitted in accordance with clause 7.5 above represent the entirety of material that will be available for consideration by the Jury at this stage.

7.8 Judging procedures
The highest ranked Entries as determined by the Shortlisting Committee will be provided to the Jury for evaluation.

The Shortlisting Committee and the Jury will evaluate the entries against the Evaluation Criteria set out in Section 7.9.

The Shortlisting Committee and the Jury will be assisted on procedural and organizational matters by the Professional Adviser, but the Professional Adviser will not participate in the evaluation of entries or in any decisions of the Jury.

The Jury, Sponsor, and Shortlisting Committee Members may seek and obtain advice from any of any nominated Technical Advisers to LAGI 2020 FLY RANCH.

7.9 Evaluation criteria
Entries will be evaluated by the Shortlisting Committee and by the Jury on the basis of the criteria listed in the Design Guidelines document.

7.10 Technical assessment
The Professional Adviser may appoint Technical Advisers to provide advice to the Professional Adviser, Sponsor, or Jury as and when requested.

Technical advice may be provided in relation to estimated cost, structure, or services, sustainable design, renewable energy technology or other technologies, specific technical requirements of the Brief, or any other matter.

7.11 Outcomes
At the conclusion of the evaluation period, all Entrants who submitted a complying entry will be formally advised whether they have:

- been selected, and will thus be provided with an honorarium for the express purpose of demonstrating a functional prototype of their proposed idea on-site at Fly Ranch;
- have not placed, and will thus not be provided with an honorarium;
- have made the shortlist;
- have made the list of design ideas to be included in the publication.

7.12 Debrief
No explanation, justification, or opportunity to seek feedback will be provided to unsuccessful Entrants.

8 SUBSEQUENT STAGES
No subsequent design competition stages have been committed to by BURNING MAN beyond the conclusion of LAGI 2020 FLY RANCH and its associated on-site prototyping honoraria at this time.

On-site prototyping in 2021 will provide additional information to BURNING MAN related to those projects provided with prototyping honoraria. The prototyping process will inform BURNING MAN's future decisions related to design strategy and long-term investments in infrastructure at Fly Ranch.

In the event that additional stages follow the conclusion of the LAGI 2020 FLY RANCH prototyping process, BURNING MAN will enter into separate agreements with Entrant(s) to deliver any design and construction work beyond the prototyping process.

9 COMPETITION JUDGING

9.1 Composition of the Jury
The Jury is not required to meet in person. There is no Jury chair.

9.2 Jury members
Refer to **https://lagi2020flyranch** for complete list of jurors.

9.3 Jury obligations
The Jury will submit a ranked ordering of their top selections using the secure online interface. Outcomes will be determined by the scores that result directly from this ranked ordering.

9.4 Judging procedures
Procedures for evaluating entries to LAGI 2020 FLY RANCH are set out in Section 7.8.

9.5 Evaluation criteria

The criteria or basis for evaluating entries to LAGI 2020 FLY RANCH are set out in Section 7.9.

10 HONORARIA

10.1 Obligation to make payments

The Sponsor will ensure that Entrants are paid all applicable honoraria in accordance with these Conditions. The Professional Adviser shall coordinate the payments directly with the selected Entrants.

10.2 Honoraria

Each Entrant who is invited to participate in on-site prototyping ("Winner") will be provided with an honorarium for the express purpose of completing the prototyping process. The amount of each honorarium will be established on a project-by-project basis and shall be determined by the Sponsor within the recommendations provided by the Jury and provided that the Entrant fulfills all Sponsor requirements.

10.3 Honoraria and professional fees

Honoraria are exclusive of professional fees related to any later stage commission or scope of work agreed to between Entrant and Sponsor. Refer to Section 8.

10.4 VAT and Taxes

Unless specifically indicated otherwise, all monetary amounts referred to in these Conditions are exclusive of VAT, GMT, or other consumption, income, or sales tax. Entrants are responsible for their own tax liabilities. Refer to clause 13.5.

10.5 Prototyping process

BURNING MAN will provide a budget template that must be completed by the Entrant prior to the release of their honorarium. The template will be similar to that provided to artists who receive honoraria grants for the annual Burning Man event (e.g. https://docs.google.com/spreadsheets/d/1kih7CqA3Bya0V-Gfaz4QbgFXDOxR9lxPGdsWsbVLK1w/edit#gid=742956664).

Winners are expected to use their honorarium to demonstrate the feasibility of their design proposal to BURNING MAN. This could be accomplished by building one small (yet critical) full-scale component of the design, by building a scaled version of the design, or some combination thereof. While the prototyping process will likely require a continuation of the design process (drawings, 3D models, virtual reality, and other design drawings or instruments), the prototype must be physical, and must be installed at Fly Ranch. Winners may choose to augment the honorarium provided by BURNING MAN with additional third-party funding (grants, loans, or investments), but there is no expectation as such, and Winners are under no obligation to do so.

10.6 Prototype ownership
The design, the working drawings, and all intellectual property related to the design, fabrication, and installation of the prototype shall remain the property of the Entrant. The prototype itself (physical objects installed on-site at Fly Ranch during the 2021 LAGI 2020 FLY RANCH prototyping process) shall be the property of BURNING MAN upon the completion of the prototype installation (prototype handover).

The intent of the prototyping process is to demonstrate the function of the prototype over one full year beginning in September 2021. BURNING MAN accepts no responsibility for damage to the prototype at any time and from any source including, without limitation from exposure to natural elements, from interaction with animals, from negligence, or from vandalism.

11 PROMOTION AND EXHIBITION

11.1 Purpose of promotion and exhibition
Subject to any limitation herein, any design and intellectual property undergirding a submitted entry ("Submission") remains the property of the Entrant and may be used for Entrant's own purposes.

This intent of this section is to give permission to LAGI and BURNING MAN to promote representations of Entrant's ideas in the world.

LAGI and BURNING MAN may provide team member names to all project partners, journalists, designers, publishers, exhibition planners, and anyone else who seeks to reproduce Entrant's Submission images, photos, and text. By uploading content and nothing more Entrant is opting in and allowing LAGI and BURNING MAN to promote Entrant's work, and LAGI and BURNING MAN shall use standard attribution to Entrant's team, typically as follows:

> [Title of the Work], by [Names of team members].
> An entry to the LAGI 2020 Fly Ranch design challenge.

11.2 Opting out of promotion and exhibition
If any Entrant would like to enter LAGI 2020 Fly Ranch but would prefer that LAGI or BURNING MAN not promote Entrant's concept design images and text ("Submission") that the Entrant has uploaded to the LAGI 2020 FLY RANCH website, that request will be honored. To enact this clause, Entrant shall send an email to lagi@landartgenerator.org with the subject "Opting Out." By doing so and nothing more, Entrant images and text ("Submission") will only be seen anonymously by the jury to maintain a fair selection process. Afterwards, Entrant images and text ("Submission") will not be promoted by LAGI or by BURNING MAN anywhere in the world (not on websites, not given to journalists, not included in publications, not included in videos, not posted to social media, not shown in exhibitions, etc.).

LAGI and BURNING MAN shall have no moral or other obligation to police the reproduction of Entrant Submission content in the world, nor are LAGI or BURNING MAN obligated to make requests that any

reproductions of Entrant Submission content be taken down or deleted in the event that it is leaked by some third party with access to the content.

11.3 Use of submitted entries

By entering LAGI 2020 FLY RANCH and without more, each Entrant grants to LAGI and BURNING MAN an unlimited, irrevocable, non-exclusive and royalty free license to copy any Submission (refer to clause 13.1 for protections of intellectual property of Entrants) as well as to use the Submission (including, without limitation, any design drawings, sketches, renderings, photos, diagrams, and text uploaded to the LAGI 2020 FLY RANCH website) in any way that LAGI and BURNING MAN deems appropriate, including educational, commercial, or any other use. More thoroughly, without further authorization or any compensation owed to or due any Entrant, Entrant grants and authorizes, and LAGI and BURNING MAN shall retain, a perpetual, non-exclusive royalty-free license to use any Submission, or any revision, alteration, change, or similar thereof, or any photos, videos, or documentation of on-site prototyping at the discretion of LAGI and BURNING MAN, for any purpose, including displaying any Submission and/or documentation of any prototype by any means anywhere in the world, including in any media which may include displaying a Submission and/or documentation of a prototype on an Internet website, in a book, and for publication for resale and in museums worldwide, the term of which shall be the entire life of any copyright. Accordingly, Entrant waives any right to LAGI's and BURNING MAN's use of Entrant's Submission and/or documentation of Entrant's prototype (including prototype fabrication and installation) in any way. Unless otherwise provided, Entrant retains all rights to their Submission and to their prototype, provided however that LAGI and BURNING MAN may modify, change, alter, or amend the format of the Submission.

The Entrant shall, in all instances of Submission usage by LAGI or BURNING MAN, be credited either by collective (team or design firm) name or by individual name(s) at the discretion of the Entrant following the jury decision.

Though LAGI and BURNING MAN shall make reasonable efforts to display appropriate and customary credit lines on any Submission or photograph of any prototype displayed or otherwise featured following the jury decision, neither LAGI nor BURNING MAN shall have affirmative duty to do so. Thus, Entrant waives any "moral rights" associated therein.

To the extent credit or other attribution is given, Entrant further grants any licensee under this section the right, consent and permission to use, publish, copy, reproduce, create digitized images of, adapt, distribute, transmit, broadcast, display, modify and otherwise make use of Entrant(s)' likeness(es) and name(s) in all forms of media and in all manner now known or hereafter to become known, including electronic media and/or composite representations, in advertising and/or trade, for the limited purpose of identifying Entrant as associated with the Competition. Licensees will have the right to exercise such rights with Entrant's likeness(es) and name(s) alone, or with other materials, including, but not limited to, text, data, images, photographs, illustrations, animation, graphics, and video or audio segments of any nature. The rights granted to such licensee hereunder are world-wide, irrevocable and assignable.

Should Entrant be unwilling or otherwise unable to accept or receive the honorarium for any reason, or, if in the discretion of LAGI or BURNING MAN, Entrant is not eligible to receive an honorarium, the Entrant with the next highest ranking from the Jury may be chosen from the remaining shortlisted Entrants until one who is able to meet all requirements can be selected.

Entrant may not sell, resell, assign, or transfer any of their rights in their Submissions, or participation in LAGI 2020 FLY RANCH, and any act deemed so by LAGI will result in a disqualification and noncompliance.

Upon request, any Entrant agrees to and shall participate to the best of their ability in any publicity and promotional activity surrounding LAGI 2020 FLY RANCH.

The Entrant agrees to allow LAGI or BURNING MAN to use the submitted design in discussions and negotiations with developers, planners, funders, and municipalities in an effort to have the design detailed and constructed. In all instances of such discussions and negotiations, the Entrant will be included in the process, as will LAGI and BURNING MAN.

In the event that LAGI or BURNING MAN exercises the option to use the rights for production (detailed engineering and construction of the selected design) on an exclusive basis and without time limitations, LAGI and/or BURNING MAN shall enter into an agreement with the Entrant and with the owner/developer of the constructed work, the terms of which shall be determined entirely by those agreements.

11.4 Promotion
The Sponsor, with the assistance of the Professional Adviser, will promote LAGI 2020 FLY RANCH, in relation to:

- the initial invitation or call for entries;
- any public exhibition or publication of submitted entries;
- any community engagement program relating to LAGI 2020 FLY RANCH;
- the announcement of winners and prize recipients, and;
- any other promotional activity deemed necessary or desirable as part of LAGI 2020 FLY RANCH.

11.5 Exhibition of entries
The Event Partner will arrange for the online publication of all compliant entries in compliance with Section 11 of these Terms & Conditions. On-site prototypes shall constitute a year-long exhibition at Fly Ranch from September 2021 through September 2022. BURNING MAN and LAGI reserve the right to hold other exhibits of the LAGI 2020 FLY RANCH concept designs at venues within Nevada and worldwide.

12 POST-COMPETITION ENGAGEMENT

The Sponsor makes no promise regarding the continuation of the Project into future competition stages or the full-scale commission of selected Entries.

13 GENERAL CONDITIONS

13.1 Intellectual property and copyright

Subject to any limitation herein, any design and intellectual property undergirding a submitted entry ("Submission") remains the property of the Entrant and may be used for Entrant's own purposes. Entrants are solely responsible for protecting the intellectual property of a Submission.

LAGI shall treat a Submission as being eligible, under U.S. and International Copyright law, to be entered in LAGI 2020 FLY RANCH, and that the Entrant has the right to submit the Submission.

Submissions that have already been made public (prior to the launch of LAGI 2020 FLY RANCH), are found to plagiarize any existing design, that may harm public safety, or that are found to infringe on the intellectual property rights of others may be disqualified.

Entrants shall have obtained all necessary permission or approval for using any third party's text, graphics, data, or other materials in their own entries. Submissions shall not contain any irrelevant third-party names or logos. The Entrant warrants that in preparing its Submission, Entrant has not infringed upon the intellectual property rights and copyright of others, and has obtained any necessary permissions, licenses or assignments from third party rights holders.

If any award-winning Submissions are found to fall under any of these categories later, the award will be cancelled, and the honorarium money withdrawn and/or refunded.

Except as provided in Section 11, ownership of all intellectual property rights and copyright associated with Submissions remain with the Entrant.

13.2 Data

LAGI provides data protection pursuant to both the General Data Protection Regulation (GDPR) in Europe and the California Consumer Privacy Act (CCPA). By registering for LAGI 2020, you provide your consent to LAGI to store the limited personal data required for the proper management of LAGI 2020 FLY RANCH. Neither LAGI nor BURNING MAN shall use the data provided by Entrants for any other purpose.

13.3 Licensing and open source

The Entrant retains all rights to its intellectual property and is free to license the use of its intellectual property to any third party using any licensing format or arrangement the Entrant sees fit.

BURNING MAN encourages the utilization of open source licensing arrangements that may serve to expand access to replicable technologies and techniques, and that allow for community participation in

the development and iteration of technologies. While it is encouraged that Entrants look towards models such as Creative Commons, Open Knowledge Foundation, GNU Free Documentation, Free Art License, and other open source licensing structures, there is no expectation or responsibility of the Entrant to do so and any stated preference regarding licensing in the Entrant's written narrative will have no bearing on the decision of the Jury.

13.4 Moral rights
In relation to any publication, exhibition, or public dissemination of design concepts and other submitted materials, the Sponsor and Professional Adviser will take all reasonable action to preserve attribution and integrity of the Entrant.

The Entrant warrants that in preparing, submitting and presenting their entry there has been no infringement of the moral rights of others, except where they have obtained necessary consents, indemnities or licenses from affected third parties.

13.5 Entrant costs
The Sponsor and Professional Adviser will accept no responsibility for any costs incurred by an Entrant resulting in any way from their participation in LAGI 2020 FLY RANCH.

All costs associated with the preparation and submission of an entry in LAGI 2020 FLY RANCH, including labor, materials, and any indirect costs such as photography, travel, and sub-consultant costs must be met by the Entrant.

Each Entrant will be responsible for any tax implications in the United States, their country of residence or citizenship, or any other jurisdiction arising from the payment of honoraria, fees, or any other payment relating to LAGI 2020 FLY RANCH.

13.6 Conflict of interest
For the purpose of LAGI 2020 FLY RANCH, a "conflict of interest" will occur if the anonymity of an Entrant's submission is not maintained for any reason.

Each Juror, Selection Committee Member, Technical Adviser, and each BURNING MAN staff member who is involved in submission review and handling shall sign a Selection Process Disclosure form that commits them to recusal from participation in the ranking or deliberation on any submission, should the identity of the Entrant be known to them for whatever reason at or before the time of ranking or deliberation.

13.7 Changes to these Conditions
The Professional Adviser will promptly notify all Entrants of any material change in LAGI 2020 FLY RANCH Conditions, timetable, Brief, or the constitution or identity of the Sponsor, Advisers, or Jury members.

13.8 No Liability

The Sponsor, Professional Adviser, and Jury members will have no liability arising from these Conditions or LAGI 2020 FLY RANCH, including (to the extent permitted by law) in relation to:

- rights of the Entrant or any associate regarding any alleged misrepresentation in the provision of information as part of LAGI 2020 FLY RANCH, and;
- any Entrant information, including proprietary or confidential information, designs or other entry material during its submission or at any time while in the possession of LAGI 2020 FLY RANCH organizers.

By, through, or concerning any Submission, or any revision, alteration, change, or similar thereof, any use thereof, or through participation in LAGI 2020 FLY RANCH in any way whatsoever, Entrant agrees to release, indemnify, defend, and hold harmless LAGI, BURNING MAN, and their respective officers, directors, employees, volunteers, contractors, agents, funders and affiliates from any liability, any claim for damages, and/or suit for or by reason of said Submission.

As a further condition of entering LAGI 2020 FLY RANCH, Entrant acknowledges and agrees and therefore covenants not to sue or make any claim against LAGI, BURNING MAN, and their respective officers, directors, employees, volunteers, contractors, agents, funders and affiliates related to an Entrant's Submission, or any use thereof, and therefore: a. Under no circumstances shall or can the Entrant be entitled to any award for any loss or any damages, which include attorneys' fees, thereby precluding Entrant from any punitive, treble, multiplied, incidental, consequential, and any other damages. b. Any dispute, claim and cause of action arising out of or connected with LAGI 2020 FLY RANCH, or any honoraria awarded or potentially awarded therein, shall be resolved without resort to any form of action or class action. c. Should an Entrant choose to bring a claim against LAGI, BURNING MAN, or any Party and should any provision herein or a part of a provision thereof not survive legal judgment, Entrant must submit to binding arbitration of LAGI's choosing. Should the Entrant fail to prevail on its claim in any forum, the Entrant shall pay LAGI's, BURNING MAN's, or any Party's reasonable attorneys' fees and its costs.

13.9 Indemnity

The Entrant will indemnify the Sponsor, Professional Adviser, Technical Adviser, Selection Committee member, and Jury member and all their respective officers, directors, employees, volunteers, contractors, agents, and affiliates and keep them indemnified in respect of any loss suffered as a result of:

- breach of these Conditions by the Entrant or any of its associates;
- negligence of the Entrant or any associate, and;
- any unlawful act, omission, or fraud of the Entrant or any associate.

Such indemnity does not apply to the extent that the loss is caused by the negligence or intentional misconduct of Sponsor, Professional Adviser, Technical Adviser, Selection Committee Member, or Jury member, and their respective officers, directors, employees, volunteers, contractors, agents, funders and affiliates.

LAGI and BURNING MAN reserve the right to cancel or suspend LAGI 2020 FLY RANCH for any reason, including, without limitation, those causes beyond the control of the Sponsor or Professional Adviser that could corrupt the administration, security, or proper participation in LAGI 2020 FLY RANCH.

13.10 Governing law and jurisdiction
These Conditions are governed by the laws applying in the United States of America. Entrants consent to the exclusive jurisdiction and venue of the state or federal courts located in San Francisco, California.

The Entrant must comply with all relevant laws in preparing and submitting their entry and participating in LAGI 2020 FLY RANCH.

14 DEFINITIONS
For the purposes of these Conditions, the following definitions apply:

Adviser. Any or all of the Professional Adviser and Technical Advisers involved in a Design Competition.

Design Competition or Design Challenge. A process by which a creative team and a creative concept is selected for a project, based on the competitive submission of conceptual designs.

Competition or Challenge. The particular Design Challenge to which these Conditions refer.

Competition Brief/Design Brief/Brief/Design Guidelines. Detailed information provided to entrants, which sets out Sponsor and project aspirations, site information, budget, functional requirements and any other parameters relevant to development of an effective design concept for the project.

Competition Conditions/Conditions/Terms & Conditions. The documented set of requirements, principles and timelines that govern the conduct, judging, and submission processes of a Design Competition.

Entrant. An eligible person, entity, or team that responds to an invitation to participate in a Design Competition and submits a compliant entry.

Ideas Competition. A type of Design Competition that aims to explore major design issues and opportunities for a subject site, and where it is not the Sponsor’s intention to engage the author of the winning design to develop the design and complete the project.

Initial Concept Stage. The initial stage of a Design Competition in which Entrants are required to prepare a concept design for assessment by the jury, which will be evaluated to determine an invited list of Entrants to compete in the Refined Concept Stage.

Refined Concept Stage. The concluding stage of a Design Competition, in which Entrants are required to prepare a final design for evaluation by the Jury to determine the winning entry(ies).

Sponsor. The person or entity who will be the owner or operator of the completed project that is the subject of the Competition. A person or organization responsible for funding a design competition in order to select a design team and a preferred design concept for a specific project.

Jury. A panel of appropriately qualified individuals with responsibility for evaluating the design concepts submitted by Entrants in a Design Competition and for determining the winner(s).

Multi-stage Competition. A Design Competition in which Entrants progress to final judging through one or more preliminary submission stages.

Open Competition. A Design Competition that does not limit eligibility of entrants, other than in a very broad or general way (for example, to ‘architects’ or ‘students of architecture.’)

Professional Adviser. A registered architect, or other appropriately qualified person or organization, who advises the project Sponsor on the conduct of the competition, and who prepares and coordinates the running of the competition on their behalf.

Project. The development, building, complex, object or physical environment that is the subject of design concepts prepared by Entrants in a Design Competition.

Technical Adviser. An expert adviser, appointed by the Professional Adviser, to provide detailed advice and evaluation of particular aspects of submitted entries, where such advice or evaluation may complement and/or be beyond the scope or skills of the Jury.

Shortlisting Committee Member. A Shortlisting Committee comprised of a group of 30-50 Fly Ranch stakeholders will meet in person to review qualified submissions and determining those that will proceed to the final jury.

Submission. Design drawings, sketches, renderings, photos, diagrams, and text uploaded to the LAGI 2020 FLY RANCH website on or before the submission deadline.

APPENDIX A: SUPPLEMENTAL DOCUMENTS

In addition to these Conditions, the following documents are made available for Entrants in relation to LAGI 2020 FLY RANCH.

- Design Guidelines document
- Location plan and site boundary
- Photos
- Meteorological data
- Contextual documents related to Fly Ranch, Burning Man Project, and the Land Art Generator Initiative

Documents are available for download at **https://lagi2020flyranch.org**

LAGI reserves the right to provide additional supplemental documents at any time prior to the close of the Q&A period. Entrants will be notified by email to the addresses of registered teams.

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