

REAL PLAY CITY



CHALLENGE

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OPEN CALL
Terms & Conditions
07.09.2020



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THE REAL PLAY CITY CHALLENGE

TERMS & CONDITIONS FOR PLACEMAKERS

Play is essential for children to thrive now and in the future, but many urban environments lack opportunities or a city-wide strategy for play!

The Real Play City Challenge (“The Challenge” or “RPCC”) is a partnership between the Real Play Coalition and PlacemakingX (“The Organisers”). This initiative is aimed to support, promote and share initiatives that have potential to (i) inspire more cities, placemakers, urban planners, real estate developers and other stakeholders to take action in child-friendly, safe and playful urban practices (ii) optimise, integrate and disseminate international knowledge and experience to strengthen child-friendly, safe and playful urban practice (iii) enhance impact by catalysing, replicating and scaling child-friendly, safe and playful initiatives in different contexts around the globe.

These terms and conditions are binding rules for the parties and will govern “Participants” and “Organisers” engagement in the Open Call, and later that of “The Winners” and “The Organisers”. The Open Call and terms of use of the RPCC website are understood as incorporated by reference to these Terms and Conditions. By submitting an application, Applicants are deemed to have understood and accepted these Terms and Conditions and confirm their availability to attend the events in the timeline set in the open call.

INTERPRETATION & DEFINITIONS

These Terms and Conditions are not to be construed in favour or against either of Participants or the Organisers and the Affiliates and are to be construed in accordance with the fair meaning of its language. Use of the words “for example” “such as” or “include” are not words of limitation.



Unless otherwise agreed within the context, the following terms herein shall have the following meanings:

- **Affiliates** mean all current members of the Real Play Coalition (Ingka Group (IKEA), The Lego Foundation, ARUP, National Geographic, and UNICEF) and all current members of PlacemakingX for this challenge (STIPO, Huasipichanga and Hannah Wright)
- **Award** means the prize given to the Winners which comprise a monetary sum, and access to a digital series of events and workshops planned for November 2020 by the Organisers to help participants improve their proposals into a scalability proposal.
- **Challenge** means the Real Play City Challenge and all activities related to it.
- **Final Proposal** means the scalability proposal of the initiative with which Participants entered the Challenge as described in the clause "Award and Award Conditions".
- **Implementation** means the execution of the proposal in accordance with these Terms and Conditions, the Open Call and the guidelines given by the Organisers. It may include, but is not limited to, activities related to the construction of an installation proposed to intervene in a public space as it will be detailed in the scalability proposal presented after attending the series of online sessions.
- **Main Applicant** means the person who, either as a single Applicant or as the representative of a coalition of different placemakers, leads an application for the Challenge.
- **The Organisers** mean
 - Ingka Group (IKEA) -on behalf of the Real Play Coalition-. IKEA Retail Services AB, a Swedish Limited Company having its registered office at Älmhultsgatan 2, 215 86 Malmö, Sweden, with corporate number 556661-0886.
 - STIPO (as representative of PlacemakingX in the Challenge). STIPO VOF is a private company (vennootschap onder firma), incorporated under the laws of the Netherlands, with its registered office at Gouvernestraat 129-133, 3014 PM, the Netherlands, and registered with the trade register of the Dutch Chamber of Commerce under number 67752209.
- **Open Call for Placemakers** means the publicly-advertised invitation made by "Organisers" to "Placemakers" to submit their proposals. It specifies the requirements needed to take part in the Challenge and the general guidelines for submission.
- **Participant(s)**, placemakers all over the world such as public space activists, planners, designers, developers, social innovators, childhood professionals, schools and community organisations who drive the transformation of public space for and with children and the community. "Participants" and "Applicants" are used interchangeably throughout this text.



- **Parties** mean The Organisers and the Applicants to the Challenge.
- **PlacemakingX** for the purpose of this Challenge means STIPO VOF, Huasipichanga and Hannah Wright. **Proposal** means the submission made by the participants to participate in the Real Play City Challenge. To be considered as such, the proposal shall comply with all the requirements stated in the Open Call and these Terms and Conditions.
- **RPC** means the Real Play Coalition (Ingka Group (IKEA), The Lego Foundation, ARUP, National Geographic, and UNICEF).
- **Scalability Proposal** means the upgrade version of a Winner Proposal intended to maximise its impact either locally or internationally. This proposal will be submitted by the Winners after attending the online events arranged by the Organisers.
- **Winner(s)** means any recipient of the award.

TARGET AUDIENCE

The Challenge is open to placemakers such as public space activists, planners, designers, developers, social innovators, childhood professionals, schools and community organisations who drive the transformation of public space for and with children and the community.

Organisers welcome proven concepts that have been successfully implemented with a measurable impact and that have the potential to scale. Particularly, initiatives that (i) brought a powerful impact for children between the age of 0 and 15 (ii) used lighter, quicker, cheaper placemaking principles (iii) were developed and implemented for and with the community, including children, and (iv) have potential to share, learn and develop with international cities in line with the Real Play Coalition Urban Play Framework and the City at Eye Level for Kids Framework.

PROPOSAL SUBMISSION

To participate in the Real Play City Challenge, participants are required to submit an entry form including a PDF submission in a portfolio style as established in the open call. In the entry form, certain personal data will be requested. Each proposal shall specify ONE team member to act as the main contact point. In the proposal, applicants shall mention the names and e-mail addresses of all team members.



Participants can appear as the main applicant in only one proposal. Should the Applicant(s) also collaborate in other proposals, Organizers welcome them to appear as part of the supporting team as long as the other proposals are different and independent initiatives.

The preparation of the application is on the Participants own responsibility. Organisers would not check applications before the deadline for submission nor shall Organisers provide individual feedback before or after submission.

Participants can submit their applications up until and including 04 October 2020 by 23h59 CET. The website's database clock will be the official timekeeper for this Challenge.

Applications cannot be saved to be completed later nor are re-submissions allowed. Hence, once submitted, the proposal cannot be edited. Therefore, Organisers advise applicants to fill in the entry form and upload their proposals only when all the information is collected and the proposal is complete.

Interested applicants can send questions about the open call to info@realplaycitychallenge.org from 7 September 2020 to 13 September 2020. Organisers will publish a document available for all participants addressing these questions on 18 September 2020. Questions can only be directed to solve doubts about the open call content and not those related to the content of individual applications.

After successful submission, applicants will receive an email with the acknowledgement of receipt. This acknowledgement will contain basic information about the applicant, their proposal and their submission. The information presented in this mail will serve as further reference and contact. Please note that if the information in the mail is not accurate or you did not receive any mail once submitting the application, participants should contact the Organisers at info@realplaycitychallenge.org within the subsequent 24 hours after the closing date of the open call. Later objections will not be taken into consideration.

To be admitted, your Proposal must be:

1. Written in English, Spanish or French. If written in Spanish or French, Participants shall attach an English translation of their Proposal. The quality of translation would not affect the score of the application.
2. Submitted on due time and via the electronic entry created for this purpose. Applications sent out of time and/or sent by any other means than the electronic entry would not be considered.



3. Complete. It will have to be accompanied by all the supporting documents specified in the Open Call and these Terms and Conditions.
4. Relate to the topic of the Challenge.
5. Stick to the page limits shown in the open call.
6. ONLY include images, audio-visuals or similar if the Applicant is entitled to grant the Organisers and the Affiliates license as outlined below under “Intellectual Property Rights”
7. NOT include images that are obscene, pornographic, violate children’s rights or human rights, or otherwise objectionable images.
8. In case an Applicant is applying on behalf of a coalition of placemakers or a legally established organisation, the Applicant shall warrant to have the authorisation to act on behalf of that coalition or organisation.

Organisers are not responsible for any malfunctions due to technical problems and/or overload of the communication line and/or of the application systems; Participants are therefore advised not to wait until the last day before the deadline for submission of Proposals.

ELIGIBILITY CONSIDERATIONS

To be eligible, your Proposal must comply with the requirements and formats detailed in the open call.

Any entry featuring a submission that, in the Organisers’ good faith judgment, violates the selection criteria, admissibility or eligibility criteria will be disqualified.

EVALUATION, JURY & SELECTION PROCESS

Proposals will be evaluated in three rounds for its technical and strategic performance by a high-profile jury:

Round 1: Successful entry based on eligibility and completion of the Submission.



Round 2: Nomination Jury: Panel of independent experts in child-friendly, safe and playful urban practice.

Round 3: Winners Jury: Panel of global cities leaders and experts.

The Nomination Jury is formed by a group of independent experts in child-friendly, safe and playful urban practice. Their role is to review the applications on a technical basis. Proposals that do not comply with the requirements and formats set up in the open call and these Terms and Conditions will be excluded from the evaluation. The Nomination Jury will nominate fifteen (15) Proposals to The Winners Jury for final selection.

The Winners Jury is formed by a group of global city leaders and experts that will evaluate the nominated Proposals given by the Nomination Jury. The Winners Jury, to the best of their ability, will select a balanced portfolio of Proposals with a range of impact, stakeholders, location, scale and contexts with the potential to mutually reinforce and build international momentum. From this evaluation, a minimum of four (4) Applicants will be selected to be granted the Award. Winners' shall provide their explicit consent to their Proposals being uploaded to the Organisers' Website where they will be made available for viewing by the general public.

Winners will be notified on 23 October 2020 via email. In the notification email, Winners will be informed about the procedure to accept the Award. Only Winners will be notified. Should any inner get disqualified, the next submission in the rank may be selected.

Organisers shall have no liability for any notification that is lost, intercepted or not received by the inner for any reason. The Jury and the Organisers have no obligation to communicate to The Participants the reasons for not being selected.

Organisers take no responsibility for the final selection of Winners. All jury members are independent and only express their own evaluation. However, in case of receiving a total or less than fifteen (15) submitted Proposals, Organisers reserve the right to reduce the number of selected Proposals to guarantee the quality of The Challenge.

AWARD AND AWARD CONDITIONS

The Award consists of:

- Monetary value to be distributed between the Winners. The budget shall be spent on activities that contribute or lead to the implementation of the initiative. Winners are



invited to find more partnerships and funding opportunities to support the activities that contribute or lead to the implementation of their Proposals.

- Invitations to attend workshops, webinars and meetings that support the impact, scaling and reach of the initiative.
- recognition as a potential approach to scale impact locally or internationally.
- opportunities to present the Proposal to an international network and decision-makers around the globe, having the chance to gain attention for your intervention to grow internationally

There is a total budget of €50,000 euros that will be split between the selected Winners. Winners will be invited to participate in a digital series of events happening in November 2020. These events will reach global audiences in cities and placemakers networks, building momentum for broader impact. Winners will be also invited to join a series of workshops to share knowledge and experiences among them, learn from experts, and continue upgrading their ideas into initiatives with high potential for scalability and replicability in different local or international contexts to enable access to play for children all over the world. The main objectives are to support capacity building processes, to encourage the improvement of child-friendly, safe and playful urban practices and to encourage placemakers to develop projects that, with low-investment, create high impact at scale. Winners will be asked to digitally submit the latest version of their scalability Proposals. The deadline for this submission is 09 December 2020 by 23h59 CET, unless otherwise informed by the Organisers. This final Proposal should include but is not limited to:

- expected risk and outcomes.
- description of the place where the implementation will happen and a brief explanation of the reasons for choosing that particular location.
- evidence of support for the implementation of the Proposal in a given settlement. Permits and local authorisations to implement the Proposal is on the Winners own responsibility. Organisers will only provide an award's certificate to support the process if needed.
- description of the budget for scalability. Winners shall designate enough for media and footage coverage of the interventions to provide high-quality content to share the results. This amount shall be agreed between Organisers and Winners on a case to case basis.
- Improvements made after attending the events that include an estimate of the impact they aim to create.
- A clear timeline for the implementation of their Proposal.



The money of the award shall be given to the Winners as follows:

- 30% of the money shall be given to the Winners upon signature of the acceptance of the Award;
- 60 % upon initiation of the implementation as stated in the timeline provided by the Winners and;
- The remaining 10% will be given upon presentation of the final report with the results.

By agreeing on these Terms and Conditions Winners commit, to the best of their ability, to implement their Proposals within six (6) months after receiving the first monetary sum of the Award, and submit their final report upon completion of the implementation which shall not be later than six (6) months subsequent to receiving the first monetary amount of the Award. Organisers might provide specific guidelines to develop the final report. To be valid, this report shall be accompanied by supporting documentation of the expenses incurred. Because the implementation of selected Proposals may take place in times of socio-economic and health uncertainty due to the novel COVID-19 pandemic, Winners and Organisers may agree on different timelines for implementation on a case to case basis.

NOTE: Before receiving the Award, Winners shall sign an agreement with certain conditions specifying the use of the award money and the relationship among the parties. Organisers may delegate the authority to sign this agreement to one of the Affiliates.

Organisers reserve the right to cancel the Award at any time if Winners:

- fail to attend the online events;
- fail to declare they have watched and understood the information shared in the webinar on child-protection given by UNICEF. This webinar will be recorded and posted online to be available to Winners;
- fail to declare they have watched and understood the information shared in the webinar on the science of learning through play given by Real Play Coalition. This webinar will be recorded and posted online to be available to Winners;
- refuse to sign the award agreement;
- do not present the scalability Proposal with a clear indication of the budget and timeline for implementation;
- do not use the budget awarded as stated in this Terms and Conditions;
- do not implement their Proposal. In this case, Winners shall be required to return the total amount of the monetary value received as part of the award.



No Award substitutions will be allowed. The Award and its benefits shall not be extended or transferred to third parties. Awards will be given only if the Winner fully complies with these Terms and Conditions. Details and other restrictions of the Award not specified in this document will be determined by Organisers in their sole discretion and communicated to the Winners. Each Winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with receiving the award in their countries including but not limited to the costs of the transfer. Organisers make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any Award furnished in connection with the Challenge.

By accepting these Terms and Conditions, Winners (as well as each member of the team, if applicable) complies with these set of rules and will complete the implementation of the scalability Proposal in accordance with the Organisers' instructions. If any Winner (or member of the team, if applicable) fails or refuses to comply with these Terms and Conditions, the Winner (and its whole team, if applicable) will be disqualified and shall be required to return the monetary value of the award.

In the event that a Winner gets disqualified, at any time of the Challenge, Organisers also reserve the right to either split the award granted to that Winner among the other Winners or to select the next highest-ranked submission to join the Challenge as a Winner.

INTELLECTUAL PROPERTY RIGHTS

The Organisers and the Affiliates are committed to sharing knowledge and making it accessible to everyone. In that regard, Organisers and the Affiliates developed the Real Place City Challenge under the principles of open-source dissemination.

The copyright and all other intellectual property rights in the Proposal's content and designs, and later implementation, will remain the property of the Participants. However, by submitting a Proposal, participants understand that, in the event of winning, they explicitly agree that the designs, methodologies and all content that take part in their Proposals and implementation are for open-source dissemination. So far as any rights are owned by a third party, that third party will remain the owner of such rights and participants are required to get, in due time, all authorisations needed to share this material thereof and hereby Winners release the Organisers and the Affiliates from any liability with respect thereto.



Participants also agree that upon submission of their Proposal and, only in the event of being selected as Winners, they grant (free of any charge) Organisers and the Affiliates unlimited right of use and transfer on all deliverables, designs and images for educational and for general marketing or promotional purposes, and other related activities, including but not limited to the incorporation of images within promotional and marketing materials on the Organisers' and the Affiliates websites, in presentations, information screens and any media.

By being selected as a Winner and having accepted the award, in addition to any other award which may be awarded in any other agreement entered into between Organisers and the Winners of the Challenge, each Winner irrevocably grants the Organisers, the Affiliates and their respective successors, assigns and licensees, the right to use such participants name, likeness, biographical information and submission, and any individual(s) participating therein, in any and all media in connection with the Website or the Challenge or the marketing and promotion thereof and hereby release the Organisers and the Affiliates from any liability with respect thereto.

Except as set out in these terms and conditions, neither the participants nor those selected as Winners shall be entitled to use the Real Play Coalition or any individual member of the Real Play Coalition's name and/or logo in any manner without the prior written consent of the Real Play Coalition or the individual member of the Real Play Coalition as the case may be.

By agreeing with these Terms and Conditions, Applicants selected as Winners understand and accept to grant the Organisers and the Affiliates in the Challenge a royalty-free, worldwide, irrevocable, perpetual, non-exclusive license over the photography and audiovisuals contained in the Proposal, scalability Proposal, reports and any other document related to this Challenge, to use, reproduce, distribute, exploit and publicly display in whole or in part in any media now existing or later developed, for any purpose related to advertising and promotion included but not limited to the Real Play City Challenge and further waive off and forever release the Organisers and the Affiliates from and against any and all claims, demands or causes of action arising out of, or associated with Organizers and the Affiliates use of the photography and audiovisuals.



PROCESSING OF PERSONAL DATA

The EU Regulation 2016/679 on General Data Protection Regulation is applicable to the Applicant's and team members personal data processing. Applicant's, upon the submission of their Proposals, consent to the collection, use, disclosure and processing of their personal data in accordance with the Organisers Privacy Policy applicable for the Challenge. The Data Controller of the personal data provided by the participants is Ingka Group (IKEA) -on behalf of the Real Play Coalition- and STIPO. Personal data will be collected as part of the participant's selection and admission and processed for the completion of the latter as well and for all related activities related to the development of the Real Play City Challenge. Personal data may also be processed with automated tools in compliance with the principles of accountability, lawfulness, correctness, minimization, transparency, integrity, accuracy, confidentiality and proportionality.

All personally identifiable information collected in connection with the Real Play City Challenge will be used by the Organisers and the Affiliates. Any communication or information sent to the Organisers and/or by electronic mail or otherwise is and will be treated as non-confidential and non-proprietary.

LIABILITY & INDEMNIFICATION

In these Terms and Conditions and any further agreement signed by the Organisers and the Winners, where it is stated that the Organisers and the Affiliates are not responsible for any act, omission, fact or circumstance, or may act in a certain way, that means that the Organisers and the Affiliates are not liable for such act, omission, fact or circumstance in any jurisdiction.

In that regard, Organisers and the Affiliates shall not be responsible or liable for and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to the participation in the Challenge or any Challenge-related activity (e.i. construction and use of the installations build as part of the implementation of the Proposal), or from participant's acceptance, receipt, possession and/or use or misuse of any award, and have not made any warranty, representation or guarantee express or implied, in fact, in law, with respect to any



award, including, without limitation, to such award's quality or fitness for a particular purpose. All Participants are advised to take all applicable insurances needed in their respective jurisdictions before participating in any Challenge related activity.

The Organisers and the Affiliates undertake no responsibility whatsoever for any loss of or any damage to any person or installations built by the Participants, whether arising from any act, omission, fire, default, error, neglect or theft and Organisers and the Affiliates exclude all liability to the maximum extent permitted by law.

Participants applying on behalf of a coalition of placemakers or a legally established organisation shall warrant and represent that they have authorisation to act on behalf of that coalition or organisation.

Each Participant and/or team that enters into this Challenge represents and warrants that (i) the Proposal, its photography and imaging material, and its implementation does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; (ii) the Proposal, its photography and imaging material, and its implementation does not and will not violate or infringe upon any children's and humans rights; (iii) the Proposal does not and will not violate any applicable laws, and is not and will not be defamatory or libellous, and (iv) that the person or team participating in the Challenge owns or has the property rights and/or authorisation to use the documents, photographs and ideas presented in the Proposal and scalability Proposal if selected as a Winner. Participants understand that pictures and/or videos used in their Proposal, and later, pictures and/or videos derived from the implementation of their Proposal may be used by the Organisers and the affiliates for advertising, promotion or otherwise showcase the Real Play City Challenge and that any breach of intellectual property and/or compliance with children's rights can cause potentially serious damage or loss to the Organiser and the Affiliates, for which participants will be liable. Each participant agrees to indemnify and hold the Organisers and the Affiliates harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of the development and implementation of the Proposal, and any breach or alleged breach of any of the warranties, representations or agreements arising from their participation in the Challenge.

Participants that incorporate any intellectual property or material owned by a third party into the application submitted to do so at their own risk. Without in any way limiting, expanding or amending this Terms and Conditions and Privacy Notice which shall remain in full force and effect if Organisers or the Affiliates are duly notified that any element of a participant's



Proposal infringes upon the rights of another person and/or receives a legally valid request to remove the affected Proposal from the Challenge and/or the website because of such infringement, such Proposal may be removed and/or disqualified from the Challenge, as the Organisers may determine in its sole discretion. Further, no participant will be eligible to receive an award unless the Organiser determines, in its sole and absolute discretion, that such participant's Proposal has been or can be sufficiently cleared for legal purposes.

NATURE OF RELATIONSHIP

Each participant hereby acknowledges and agrees that the relationship between the participant and the Organisers and the Affiliates is not a confidential, fiduciary, or other special relationship and that the participant's decisions to submit their Proposal for purposes of the Challenge do not place the Organisers and the affiliates in a position that is any different from the position held by members of the general public with regard to elements of the participant's Proposal. Each participant acknowledges and agrees that the Organisers and the Affiliates do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Proposals. Finally, each participant acknowledges that, with respect to any claim made by participants relating to or arising out of a Challenge's Organiser actual or alleged exploitation or use of any Proposal or other material submitted in connection with the Challenge, the damage, if any, thereby caused to the participant will not be irreparable or otherwise sufficient to entitle such participant to seek injunctive or other equitable relief and participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

NO OBLIGATION TO USE

Organisers and the Affiliates shall have no obligation (express or implied) to use any Proposal or any materials or content created by the Winners during or after the implementation of their Proposals or to otherwise exploit any Proposal or, if commenced, to continue the distribution or exploitation thereof, and Organisers may at any time abandon the use of the Proposal for any reason, with or without legal justification or excuse, and participants shall not be entitled to any damages or other relief by reason thereof.



DATES & DEADLINES

Because of the unique nature and scope of the Challenge and because it is being launched amid a time of socio-economic uncertainty due to the novel COVID-19 pandemic, and because Organisers cannot accurately predict the number of Proposals that will participate in the Challenge, Organisers reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Terms and Conditions or otherwise governing the Challenge. In that regard, Organisers will notify participants with the decision and new timelines.

GOVERNING LAW/JURISDICTION

All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules or the rights and obligations of participants or organisers in connection with the challenge shall be governed by and construed in accordance with the laws of The Netherlands without giving effect to any choice of law of conflict of law rules or provisions that would cause the application of any other country or state's law.

MISCELLANEOUS

The open call as well as official communications made by Organisers are attached to this document and will become binding rules for Organisers and Participants.

Organisers reserve the right to modify, extend, suspend, or terminate the Challenge if they determine, in its sole discretion, that the Challenge is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Organisers' control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Challenge as contemplated herein. In the event, Organisers are prevented from granting the Award or continuing with the Challenge as contemplated herein and in the open call by any event beyond its control, including but not limited to fire, flood, socio-natural or man-made disasters, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or



local government law, order, or regulation, public health crisis, an order of any court or jurisdiction, or other cause not reasonably within Organisers' or Winners control (each a "Force Majeure" event or occurrence), Organisers shall have the right to modify, suspend, extend or terminate the Challenge.

The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, this provision will be replaced by one that comes closest to what Organisers had in mind when drafting the conditions on that issue.

Any requests for additional information should be addressed in writing by 13 September 2020 the latest, to info@realplaycitychallenge.org

