

REAL PLAY CITY



CHALLENGE

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CHALLENGE

OPEN CALL
CITIES

Terms & Conditions

07.09.2020



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THE REAL PLAY CITY CHALLENGE

TERMS & CONDITIONS FOR CITIES

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 “The Participants” and “The 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 in this Challenge (STIPO, Hannah Wright, and Huasipichanga).
- **Award** means the prize that acknowledges Winners as recognised decision-makers that drive child-friendly, safe and playful urban practice.
- **Challenge** means the Real Play City Challenge and all activities related to it.
- **Open Call for Cities** means the publicly-advertised invitation made by “Organisers” to city decision-makers to submit their city-wide initiatives. It specifies the requirements needed to take part in the Challenge and the general guidelines for submission.
- **The Organisers** mean:
 - Ingka Group (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 this 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.
- **Participant(s)** means city decision-makers such as mayors, municipalities and city-wide organisations who drive integrating play in cities through city-wide strategies and initiatives that have already (i) brought a powerful impact for children between the age of 0-15 (ii) facilitated quicker, lighter, cheaper placemaking principles (iii) were developed and implemented for and with the community, including children (iv) have potential to share, learn and develop with international cities in line with the Urban Play Framework and the City at Eye Level for Kids. **“Participants” and “Applicants” are used interchangeably throughout this text.**
- **Parties** mean The Organisers and the Applicants to the Challenge.
- **PlacemakingX in this Challenge** means STIPO VOF, Hannah Wright, and Huasipichanga.
- **RPC** means the Real Play Coalition (Ingka Group (IKEA), The Lego Foundation, ARUP, National Geographic, and UNICEF).
- **Submission** means the Application to enter in the Challenge which contains the city-wide initiative of the participant according to the requirements stated in the Open Call and these Terms and Conditions. “Submission” and “Application” can be used interchangeably throughout this text.
- **Winner(s)** means any recipient of the Award.



TARGET AUDIENCE

The Challenge is open to city decision-makers such as mayors, municipalities and city-wide organisations who drive integrating play in cities through city-wide strategies and initiatives that have already (i) brought a powerful impact for children between the age of 0-15 (ii) facilitated quicker, lighter, cheaper placemaking principles (iii) were developed and implemented for and with the community, including children (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. (v) is a compelling case study that inspires more cities and decision-makers to enable play for children.

SUBMISSION

To participate in the Real Play City Challenge, Applicants 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 and institutional data will be requested. Applicants shall warrant that the person submitting the Application has the authorisation to do it and to act on behalf of that organisation or institution in all matters related to this Challenge.

Only one Application per city will be evaluated. The preparation of the Application is the Applicants' own responsibility. Organisers would not check Applications before the deadline for submission nor do we 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 Application cannot be edited. Therefore, Organisers advise Applicants to fill in the entry form and upload the details of their initiative only when all the information is complete.

Interested Applicants can send questions about the open call to info@realplaycitychallenge.org from 07 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 initiative and the 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, the Application must be:

1. Written in English, Spanish or French. If written in Spanish or French, Participants shall attach an English translation of the Application. 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. It shall be accompanied by a supporting document that warrants that the person submitting the Application has authorisation to do it and to act on behalf of that organisation or institution in all matters related to this Challenge.

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 invited not to wait until the last days before the deadline for submission of Applications.



ELIGIBILITY CONSIDERATIONS

To be eligible, the initiative 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

Initiatives 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. Initiatives 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 five (5) initiatives 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 initiatives given by the Nomination Jury. The Winners Jury, to the best of their ability, will select a balanced portfolio of initiatives with a range of impact, stakeholders, location, scale and contexts with the potential to mutually reinforce and build international momentum. Three (3) city-wide initiatives from around the world will be selected and will have the possibility to showcase their initiatives online. The winning initiatives might be uploaded to the Organisers' Website where it 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 the representatives of the initiatives selected to be given the Award will be notified. Should a Winner 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 Winner for any reason. The Jury and the Organisers are not bound to communicate The Applicants about the reasons for not being selected.

Organisers are not responsible 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 five (5) submitted initiatives, Organisers reserve the right to reduce the number of selected initiatives to guarantee the quality of the Challenge.

AWARD AND AWARD CONDITIONS

The Award consists of:

- showcase the city-wide initiative and be part of a global network of cities, urban planners and placemakers recognised for action and expertise in child-friendly, safe and playful urban practices.
- gain insights, ideas and inspiration from cities, placemakers and internationally recognised experts to address your Challenges and implement creative ideas.
- attend workshops, webinars and meetings that support the impact, scaling and reach of city-wide initiatives.
- build commitment, investment and value of city-wide initiatives by informing decision-makers such as at the Challenge masterclass at the H22 Summit and at the World Economic Forum's The Great Reset.
- showcase the initiative to a high-profile jury and, in case of selection, be recognised as a potential approach to scale impact.

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 sessions where Winners of the Challenge for Placemakers will present their proposals and showcase the



potential for scalability and replicability in different local or international contexts to enable access to play for children all over the world.

Organisers reserve the right to cancel the Award at any time if the winner fails to attend the online events. No award substitutions will be allowed. The Award and its benefits shall not be extended or transferred to third parties. The selected initiatives will only receive the Award if they fully complied with these Terms and Conditions. Details and other restrictions of the Award not specified in this document will be determined by Organisers in its sole discretion. If any winner fails or refuses to comply with these Terms and Conditions will be disqualified. In the event that a winner gets disqualified, at any time of the Challenge, Organisers also reserve the right to select the next highest ranked initiative to join the Challenge as a winner and get the Award.

INTELLECTUAL PROPERTY RIGHTS

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 Application content and designs, and later implementation, will remain the property of the Participants. However, by submitting an initiative, Participants understand that, in the event of winning, they explicitly agree that the designs, methodologies and all content that take part in their initiatives and Application 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 Organisers and the Affiliates from any liability with respect thereto.

Participants also agree that upon submission of their initiative 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 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 Affiliate's websites, in presentations, information screens and any media. By being selected as a winner and having accepted the Award, in addition to any other awards which may be granted 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, and Application, 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, 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 their Submission, 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 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 data processing. Participants, upon the submission of their Applications consent to the collection, use, disclosure, and processing of their data. The Data Controller of the data provided by the Participants are: 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 Challenge. Personal data and data, in general, 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 and policy signed by the Organisers, where it is stated that Organisers and the Affiliates take no responsibility for any act, omission, fact or circumstance, or may act in a certain way, that means that 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.

The Organisers and the Affiliates undertake no responsibility whatsoever for any loss of or any damage in Applicant's property whether arising from fire, default, error, neglect or theft and Organisers and the Affiliates exclude all liability to the maximum extent permitted by law.

Organizations and institutions participating in the Challenge shall warrant that the person submitting the Application has the authorisation to do it and to act on behalf of that organisation or institution for matters related to this Challenge.

Applicants that enter into this Challenge represent and warrant that the initiative presented (i) does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; (ii) does not and will not violate or infringe upon any children's and humans rights; (iii) does not and will not violate any applicable laws, and is not and will not be defamatory or libellous, and (iv) that the Applicant participating in the Challenge owns or has the property rights and/or authorisation to use the documents, pictures and ideas presented in the Application. Participants understand that pictures and/or videos used in their Application, and later, pictures and/or videos derived from their Application 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 Applicants 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 Application, and any breach or alleged breach of any of the warranties, representations or agreements arising from their participation in the Challenge.

Any Applicant that incorporates any intellectual property or material owned by a third party into the Application submitted does so at its own risk. Without in any way limiting, expanding



or amending this Terms and Conditions and Privacy Policies which shall remain in full force and effect if Organisers or the Affiliates are duly notified that any element of a Participant's Application infringes upon the rights of another person and/or receives a legally valid request to remove the affected Application from the Challenge and/or the website because of such infringement, such Application may be removed and/or disqualified from the Challenge, as Organisers may determine in its sole discretion. Further, no Participant will be eligible to receive an award unless the Organisers determine, in its sole and absolute discretion, that such Participant's Application has been or can be sufficiently cleared for legal purposes.

NATURE OF RELATIONSHIP

Each Applicant hereby acknowledges and agrees that the relationship between the Participant and the Challenge Organisers' and the Affiliates is not a confidential, fiduciary, or other special relationship and that the Participant's decisions to submit their initiative for purposes of the Challenge do not place 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 Application and initiative. 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 content of the Application. 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 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 initiative or any materials or content created by the Winners or to otherwise exploit any Application's content or, if commenced, to continue the distribution or exploitation thereof, and Organisers may at any time abandon the use of the Application's content for any reason, with or without legal justification or excuse, and Applicants 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 COVID-19 pandemic, and because Organisers cannot accurately predict the number of Applications 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) outlined 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 giving 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 at any time.

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 a 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

