



REAL PLAY CITY CHALLENGE

Terms & Conditions

29.06.2022



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1. INTRODUCTION

The Real Play City Challenge (“The Challenge” or “RPCC”) is a partnership between the Real Play Coalition (Ingka Services BV, LEGO Foundation, the Walt Disney Company Limited, Ove Arup & Partners International Ltd and UNICEF) and PlacemakingX (STIPO and Huasipichanga). This initiative is aimed to reclaim play in cities for the development of children through placemaking.

We want to support, promote and share initiatives that have the potential to help cities overcome pressing global challenges in their local communities and neighbourhoods through playful placemaking. Whether a community or city is (i) experiencing the effects of conflict and displacement (ii) facing the challenges of adapting to climate change (iii) or struggling to create places that cater to the diverse and varied needs of the local community.

We are on the lookout for cities and urban practitioners (The “Participants” or “The Applicants”) from around the globe, that create environments that give people time, space and opportunities to play and help them overcome pressing global challenges in their local communities and neighbourhoods through playful placemaking. We seek applications that will inspire other placemakers and convincingly show local and national governments and international (building and financing) organisations why and how they can realise a meaningful playful public space. Applicants, if selected, will have the opportunity to attend training sessions from our partners, receive global recognition and awareness, share their projects with an international audience as well as experts in the field and networking.

Placemakers can submit their applications up until and including 04 September 2022 by 23h59 CET. The website’s database clock will be the official timekeeper for this Challenge.

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” in the implementation phase. By submitting an application, applicants are also deemed to have accepted these Terms and Conditions, the terms of use of the RPCC website (www.realplaycitychallenge.org) and confirm their availability to attend the events in the timeline. All which shall be incorporated by reference to these Terms.



2. TARGET AUDIENCE

In this edition, the challenge is open to:

Cities: We welcome local governments and municipalities through city decision-makers, mayors, public servants, local authorities and public city-wide organisations.

Urban Practitioners: We welcome organizations and individuals working in the urban arena such as urban planners, designers, architects, developers, public space activists, social innovators, schools, sociologists, artists, cultural managers, community organisations and any citizens that have implemented a playful placemaking initiative.

3. PROPOSAL SUBMISSION

Participants can submit one or more applications to the Challenge. The preparation of the application is on the applicant's own responsibility. We do not check applications before the deadline for submission nor do we provide individual feedback before or after submission.

To apply for the challenge, applicants should complete an entry form where a list of personal data will be requested. Teams shall select 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.

Applications cannot be saved to be completed later nor are re-submissions allowed. Hence, once submitted, the proposal cannot be edited. Therefore, we advise applicants to fill in the entry form and upload the proposals only once all the information is collected and the proposal is complete. Applicants can download the Google form questions to prepare them in advance and then copy the answers on the google form when are ready to submit.

Interested applicants can send questions about the open call from 30th June 2022 to 07th August 2022. Organisers will publish on 14th August 2022, a document available for all participants addressing these questions. Questions can only be directed to solve doubts about the open call content and not those related to the content of individual applications.



After submission, applicants will receive an e-mail with the acknowledgement of receipt. This acknowledgement can 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, you should contact the organisers within the subsequent 24 hours after the closing date of the open call. Later objections will not be taken into account.

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 proposals.

4. ADMISSIBILITY

1. To be admitted, your proposal must be:
2. Written in English. However, the quality of the written English will not be taken into consideration and will not affect in any way the selection of the award.
3. 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.
4. Complete. It will have to be accompanied by all the supporting documents specified in the website www.realplaycitychallenge.org.
5. Related to the topic and the themes of this challenge.
6. Stick to the word and page limits shown in the open call, website and application form.
7. NOT include images that are obscene, pornographic, violate children's rights or human rights, or images that are otherwise objectionable.
8. Have the rights to all images, videos, written and graphic material.
9. If a participant is applying on behalf of a coalition or a legally established organisation, that participants shall warrant and represent they have authority to act on behalf of that group or organisation. Cities shall provide a letter from the municipality authorizing the submission of the proposal and certifying the applicant's position/role.



5. ELIGIBILITY CONSIDERATIONS

To be eligible, your proposal must comply with the selection criteria and formats detailed in the open call, the website and the application form. To apply, your initiative needs to meet all of the following conditions:

- It is initiated by a city or an urban practitioner.
- It uses placemaking to create environments in a public space that give people time, space and opportunities to play.
- It is embedded in one of the three themes of the Real Play City Challenge 2022 Edition: PLACES WHERE PLAY HEALS PEOPLE, PLACES WHERE PLAY SUPPORTS CLIMATE ACTION, PLACES WHERE PLAY UNITES US ALL.

Winning initiatives will be those that have successfully used playful placemaking to help local communities address global challenges. The jury will be paying close attention to those initiatives, which:

- show new and INNOVATIVE ways of combining these GLOBAL CHALLENGES with PLAY in the public realm,
- have succeeded in creating SUSTAINABLE OWNERSHIP in the local community
- are also MINDFUL and have impact on the other two topics
- have HIGH IMPACT and are EASILY REPLICABLE in other cities around the world
- can help to EXTEND THE EVIDENCE of play

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

6. JURY, EVALUATION & SELECTION PROCESS

The duty of the Juries is to evaluate the applications based on the criteria made in that regard and described in the previous section of this document.

The Organizers will screen and evaluate the applications on a technical basis and evaluate them following the selection criteria. Proposals that do not comply with the requirements set



up in the open call and these terms and conditions will be excluded from the evaluation. Once the first evaluation is done, the Organizers will shortlist the best 15 proposals that will be recognized as "finalists". These 15 proposals with the highest scores will be presented to the Jury for the final selection of the Winners. The Real Play City Challenge will award two winners for each theme. One winning initiative will be initiated by cities and one initiated by urban practitioners. A total of six winners. Special mentions will be granted to projects that can still be an inspiration to others.

The fifteen finalists will be announced at the Placemaking Week Europe 2022 in Pontevedra, Spain. The six winners will be announced in November 2022.

Applicants that are not selected shall be notified via e-mail by using the contact information provided at the time of entry. However, 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 15 submitted proposals, Organisers reserve the right to reduce the number of selected proposals to guarantee the quality of the Challenge.

7. AWARD CONDITIONS

Winners will:

- Take part in workshops with experts from the RPC Member organisations to accelerate or scale up your project (IKEA, The LEGO Foundation, National Geographic, UNICEF & Arup) and PlacemakingX (Huasipichanga and STIPO).
- Present their project to a global audience in activities linked to the Real Play Coalition and PlacemakingX;
- Publish their work and receive wide visibility through our partners' dissemination channels;
- Be a case study in a globally-disseminated publication to inspire other local actors;
- Be part of a global network of thought leaders to establish new partnerships and join forces to steer for play.

* The winners are not entitle to any monetary value or grant.



No award substitutions will be allowed. The award and its benefits shall not be extended or transferred to third parties. Awards will be awarded only if the potential winner fully complies with these Terms and Conditions. Details and other restrictions of the awards not specified in this document will be determined by Organisers in its sole discretion. Organisers make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any grant 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 proposal in accordance with the Organiser's 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.

In the event that a winner gets disqualified, at any time of the challenge, Organisers also reserve the right to pass the benefits to other winners or to select the next highest scoring Submission to join the challenge as a winner.

8. INTELLECTUAL PROPERTY RIGHTS

The Organisers and its affiliates are committed to sharing knowledge and making it accessible to everyone. In that regard, Organisers and its 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 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 their 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



Organiser's and its affiliate's websites, in presentations, information screens and any media. By being selected as winner and having accepted the award in addition to any other grants which may be granted in any other agreement entered into between Organisers and the winners of the challenge, each winner irrevocably grants the Organisers, their 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 affiliates from any liability with respect thereto.

9. REPRESENTATIONS & WARRANTIES

Participants applying on behalf of a coalition, or a legally established organisation shall warrant and represent that they have authority to act on behalf of that group or organisation. Each person and/or team that enters into this challenge represents and warrants that (i) the proposal 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 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, pictures and ideas presented in the proposal. 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 its 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 its affiliates, for which participants will be liable. Each participant agrees to indemnify and hold the Organisers and 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 Real Play City Challenge.

Any participant who incorporates any intellectual property or material owned by a third party into the application submitted does so at his or her 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 their 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.

10. PROCESSING OF PERSONAL DATA & CONFIDENTIALITY

The EU Regulation 2016/679 on General Data Protection Regulation is applicable to the applicant's 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. The Data Controller of the personal data provided by the participants are: Ingka Services BV, LEGO Foundation, the Walt Disney Company Limited, Ove Arup & Partners International Ltd) and PlacemakingX (STIPO and Huasipichanga)

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 their 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. The Organisers may engage a third party to administer certain aspects of the challenge, including without limitation, the online collection of entry information. Such Third-Party will provide applicants information to the Organisers, who will use such information in accordance with these rules. Third-Party may also use the collected information for their own independent purposes in accordance with their own independent privacy practices. The Organisers are not responsible for the storage or any use of the entry information by any Third Party.



11. LIABILITY

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

In that regard, Organisers and their 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 grant, and have not made any warranty, representation or guarantee express or implied, in fact, in law, with respect to any grant, including, without limitation, to such grant's quality or fitness for a particular purpose.

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

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 Organiser's 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 awarding the awards 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, order of any court or jurisdiction, or other cause not reasonably within Organiser's 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.

12. NATURE OF RELATIONSHIP

Each participant hereby acknowledges and agrees that the relationship between the participant and the Challenge Organisers and their 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 their 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 their 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 proposal. 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.

13. NO OBLIGATION TO USE

Organisers and their 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.



14. 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 proposals that will participate in the Challenge, Organisers reserve 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.

15. 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.

16. MISCELLANEOUS

The open call, selection criteria, information in the official website www.realplaycitychallenge.org, as well as official communications made by Organisers are attached to this document and will become binding rules for Organisers and Participants.

17. INTERPRETATION & DEFINITIONS

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



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

Affiliates, means all current and future members of the Real Play Coalition (Ingka Services BV, LEGO Foundation, the Walt Disney Company Limited, Ove Arup & Partners International Ltd and UNICEF) and all current and future members of PlacemakingX involved in the development and implementation of the Challenge (Huasipichanga and STIPO).

Challenge, means the Real Play City Challenge and all activities related to it.

Award, means the prize given to the winners which comprises a public recognition and the benefits described in this document.,

Organisers, means the Real Play Coalition and PlacemakingX.

Participants, all cities and urban practitioners that have applied to the challenge.

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.

Winner, means any recipient of the award.

