

OREGON MANIFEST™

2011 Constructor's Design Challenge

PARTICIPATION AGREEMENT

This participation agreement (the "Agreement") is made between Oregon Manifest, a non-profit Oregon Corporation and organizer of the 2011 Oregon Manifest Constructor's Design Challenge (the "Competition"), with a mailing address of PO Box 40510, Portland, Oregon 97240-0510, and _____, an individual contestant in the Competition (the "Contestant").

For purposes of receiving notice from Oregon Manifest, the Contestant may be reached at the contacts below:

Home

Name: _____

Business/ School name: _____

Mailing Address: _____

Phone: _____

Email: _____

If the Contestant is a member of a team participating in the Competition, the Contestant's team name, team captain, and fellow team members are as follows.

Note: *In order to participate, each team member must fill out a copy of the Participation Agreement.*

Team Name: _____

Team Captain: _____

Team Members: _____

The Contestant that agrees to be bound under the present Agreement is a:

Custom Bicycle Builder or Professional Designer

Student Bicycle Builder / Designer, or Student Advisor

BACKGROUND

WHEREAS Oregon Manifest is the owner, organizer, and producer of all events, promotions, broadcasts, and related materials and happenings leading up to, arising from, and related to the 2011 Constructor's Design Challenge, a design/build competition in which Contestants and their teams vie to create the ultimate modern utility bicycle (the "Competition"); and

WHEREAS Contestant wishes to participate in the Competition, as either an individual Contestant or as member of a team;

NOW THEREFORE, pursuant to this Agreement, Contestant agrees to be bound by certain rules imposed and implemented by Oregon Manifest, makes certain warranties to Oregon Manifest, and further agrees to undertake the obligations and responsibilities set forth in the present Agreement, in exchange for the opportunity to participate in the Competition and to win prizes and other consideration obtained and provided by Oregon Manifest.

AGREEMENT

- I. **Competition Rules.** Competition rules, qualification standards, and prizes are reviewed and described in the attached "Terms and Conditions." Oregon Manifest may amend and revise the Terms and Conditions at its discretion, at any time. Up-to-date, revised Terms and Conditions will be provided online at the Oregon Manifest web site <http://oregonmanifest.com/>.

- II. **Rules and Decisions.** By participating in the Competition, Contestant unconditionally agrees to comply with and abide by the Competition rules and decisions of Oregon Manifest in implementing and administering the Competition. Contestant understands and agrees that Oregon Manifest decisions concerning implementation of the Rules, amendments to the Rules, and decisions concerning the selection of Competition winners shall be final and non-appealable in all respects.

- III. **Bailment of Bicycles Submitted for Contest.** Contestant and Contestant teams understand and agree that by submitting a bicycle entry, they enter into a bailment agreement with Oregon Manifest. As a result, all right and title to the bicycles shall remain with the submitting Contestant or Contestant team, while Oregon Manifest shall have the right to possess, display, use, and move submitted bicycles over the course of the Contest. Contestants must reclaim their non-winning bicycles at the end of the September 24 Awards Gala.

***NOTE:** For exhibition purposes, Oregon Manifest shall retain the right to possess, display, use, and move prize-winning bicycles through December 31, 2011. Unless instructed otherwise, Oregon Manifest will pack, ship and return winning bicycles to the appropriate team Captain at the address indicated above, on or before January 15, 2012.*

- IV. **Limited Insurance for Bicycle Entries.** Oregon Manifest shall purchase and maintain an insurance policy for any entry bicycles held in its possession through January 15, 2012, subject to the following limitations. Oregon Manifest shall not be responsible for damage incurred during the Road Test; nor shall Oregon Manifest be responsible for any damages on any particular bicycle requiring less than \$1,000 in replacement parts and/or labor. Maximum reimbursement for loss, damage, or repairs shall be determined by Oregon Manifest's insurer, according to the terms of its policy with Oregon Manifest.

- V. **Competition Winners, Prizes.** Oregon Manifest shall assemble and organize a panel of judges who will determine the winners of the Competition at their sole discretion. Winners will be announced at the 2011 Oregon Manifest Awards Gala. Categories of winners are set forth in the Terms and Conditions.

VI. **Term.** Unless terminated earlier in accordance with the terms of this Agreement, this Agreement shall begin on the Effective Date and continue through April 30, 2012.

VII. **Intellectual Property.** Oregon Manifest shall neither claim nor take title to any intellectual property rights that are disclosed by, manifested in, or expressed in, the bicycle entries that Contestants submit to the Competition. Submission of bicycles to Oregon Manifest for the Competition shall not restrain or restrict the right of any Contestant to disclose and submit to any third party, any entry bicycle. Likewise, submission of bicycles to Oregon Manifest shall not restrain or restrict the right of any Contestant to license to any third party any intellectual property right disclosed, manifested, or expressed in any entry bicycle.

NOTE: Contestant agrees and acknowledges that submission of an entry bicycle to the Oregon Manifest Competition may alter or extinguish intellectual property rights associated with an entry bicycle. Submission of an entry bicycle to the Competition may result in public disclosure of proprietary trade secrets, and such public disclosure may extinguish any protectable trade secret rights. Submission of any entry bicycle to the Competition may result in public disclosure of information, data, or designs that prevent or preclude Contestants from registering or obtaining intellectual property rights including patent, copyright, trademark, or trade dress rights.

NOTE: Contestant agrees and acknowledges that if he or she wishes to retain or preserve intellectual property rights, he or she should obtain the advice of a competent lawyer prior to submitting an entry bicycle in the competition. Contestant waives any and all rights or claims against Oregon Manifest for any acts or disclosures by Oregon Manifest that may impact or restrain Contestant's ability to procure, maintain, or enforce intellectual property rights associated with its entry bicycle.

Contestants are responsible for not infringing the intellectual property rights of others. Therefore, Contestant covenants and agrees that he or she has obtained any necessary rights, licenses, waivers, or permissions to use or disclose intellectual property rights of any third party, including any partners, employers, or collaborators. Contestant further agrees to indemnify and hold harmless Oregon Manifest for any claim or cause of action brought by any third party against Oregon Manifest arising from Oregon Manifest's use, publication, promotion, or disclosure of intellectual property that is disclosed by, manifested in, or expressed in, the bicycle entry that Contestant submits to the Competition.

VIII. **Publicity and Promotion.** Contestant understands and agrees that Oregon Manifest may use Contestant's name, image, video or audio recordings, as well as images or video recordings of Contestant's entry bicycle (hereinafter, the "Content), for the purpose of publicizing the Competition and the Contestant's participation in the Competition. Contestant grants to Oregon Manifest a perpetual, royalty-free, worldwide right and license to print, publish, broadcast and use the Content in any media whether now known or hereinafter devised, including without limitation the use in print, on banners, displays or signage or by way of broadcast or publication through television, radio, or the internet. Such license and right to the Content is provided to Oregon Manifest by Contestant without any further right to compensation. Oregon Manifest shall be free to use the Content for any and all public relations, advertising and promotional purposes.

IX. **Waiver and Release by Contestant.** As a condition of participation in the Competition, Contestant agrees to unconditionally and irrevocably forever release, discharge and hold harmless Oregon Manifest, members of its board of directors, sponsors, volunteers, employees, agents, and others involved in the implementation or administration of the Competition ("Released Parties") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) submitting a bicycle entry or otherwise participating in any aspect of the Competition, (b) the receipt, ownership, use or misuse of any prizes, and/or (c) any typographical or other error in any

announcement or communication concerning winners or prizes. The Released Parties shall not be responsible or liable to any Contestant for any of the foregoing.

EXCLUDING SECTION IV. TO THIS AGREEMENT, NOTWITHSTANDING ANY OTHER CONTRARY PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UNDER NO CIRCUMSTANCES SHALL OREGON MANIFEST'S LIABILITY TO CONTESTANTS EXCEED \$1.00, UNLESS THE CONTESTANT IS A PRIZE WINNER IN THE COMPETITION, IN WHICH CASE SUCH LIABILITY SHALL NOT EXCEED THE ACTUAL VALUE OF ANY PRIZE OR PRIZES AWARDED TO THE CONTESTANT.

IN NO EVENT SHALL OREGON MANIFEST BE LIABLE TO ANY CONTESTANT OR ANY WINNER IN THE COMPETITION FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY.

OREGON MANIFEST'S SOLE AND EXCLUSIVE OBLIGATION UNDER THIS AGREEMENT AND THE COMPETITION RULES IS TO SELECT WINNERS FROM AMONG ELIGIBLE CONTESTANTS AND CONTESTANT TEAMS AND DELIVER THE PRIZES TO THOSE WINNERS IN ACCORDANCE WITH THESE RULES. EACH OF THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY EVEN IF OREGON MANIFEST HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

X. General.

- A. Relationship of the Parties.** Oregon Manifest and Contestant are independent contractors and neither Party is an agent or employee of other.
- B. Entire Agreement.** This Agreement and the Terms and Conditions attached hereto constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all previous understandings and agreements.
- C. Modification.** With the exception of the Terms and Conditions, which Oregon Manifest shall be free to modify and amend from time to time, this Agreement may not be modified orally and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by both Parties hereto.
- D. Waiver.** The failure of either Party to demand compliance with any term or condition of this Agreement shall not constitute a waiver thereof or in any way limit or prevent subsequent strict enforcement of such term or condition.
- E. Binding Effect.** The terms of this Agreement shall be binding upon and inure to the benefit of Oregon Manifest, Contestant, and their respective successors and assigns.
- F. Governing Law & Jurisdiction.** The terms of this Agreement shall be construed and interpreted under the laws of the State of Oregon. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts in and for the State of Oregon. Each of the parties hereby waives any objection to the jurisdiction and/or venue of such courts.
- G. Attorneys' Fees.** In any action to enforce this Agreement, the prevailing Party shall be entitled to recover all court costs and expenses and reasonable attorneys' fees, in addition to any other relief to which it may be entitled.
- H. Survival.** The terms of Articles VII, VIII, IX, and any other obligations which are expressly intended to survive, shall survive the expiration or termination of this Agreement.

- I. **Authorization.** The Parties to this Agreement warrant that they are free to enter into this Agreement and that the terms of this Agreement are not inconsistent with any other contractual obligations.

IN WITNESS WHEREOF, by the Contestant's signature, the parties have entered into and made this Agreement effective as of the Date indicated below.

Oregon Manifest

Contestant

By: _____

Name: _____

Date: _____

OREGON MANIFEST™

2011 Constructor's Design Challenge

CONTEST TERMS AND CONDITIONS

1. 2011 Timeline

February 3:Contest registration opens for all entries

February 17:Deadline for entries by Contestants that placed in the top 12 in the 2009 Constructor's Design Challenge

March 10:Deadline for entries by new Contestants

September 23:8 am deadline for submission of all Constructor's Design Challenge entries for pre-judging, Deadline for submission of Creative Collaboration display bicycles

September 24:Field Test, and post Field Test assessment, Awards Gala – Winners Announced

October 3:Online People's Choice winner announced (Creative Collaboration bikes), Constructor's Design Challenge Audience Favorite announced

2. Entry Fee

\$300 per Student Team. Limited to one team entry per institution.

\$300 per Single Builder Entry or Team Collaboration (participating organizations must have less than 10 employees total).

\$500 per Builder Entry or Team Collaboration (participating organizations have over 10 employees total)

Note: Contestants that are members of a Team Collaboration may not submit separate entries as individual contestants and may not serve as members of any other competing Team Collaboration. However, Custom Bicycle Builder or Professional Designer contestants may serve as advisors to any student team.

Entry fees can be paid via Paypal at OregonManifest.com or by check.

Mail Entry Fee checks, payable to Oregon Manifest, to:

Oregon Manifest
c/o Jocelyn SyCip
1516 SE Tenino St.
Portland, OR 97202

Entry fees are non-refundable.

3. Eligibility

The 2011 Constructor's Design Challenge is open to independent bicycle frame manufacturers who offer bespoke made-to-order, custom geometry bicycle frame options to their customer base.

- a. Custom frame builders may enter the Contest individually, on behalf of a sole proprietorship, partnership or corporate entity in which they are affiliated as an owner, partner or employee.
- b. Custom frame builders may enter the Contest in collaboration with a fiscal patron/sponsor or design collaborator.

Student Category – The 2011 Constructor’s Design Challenge Student Category is open to invited student teams working with advisors in industrial design or design programs within U.S. based academic institutions. Student team entries are limited to one student team entry per institution. Student teams may procure a professional bicycle frame builder to act as an advisor in the Competition. Student Contestants must be enrolled at an accredited U.S. university, college, or community college, on at least a half-time basis.

The student category is intended to encourage young designers to develop new ideas and thinking around the lifestyle bicycle. The intent behind allowing students to partner with a frame builder/advisor is to help students to bring their best ideas to fruition — professional frame builder/advisors should not execute the largest percentage of the work.

General Eligibility - Oregon Manifest reserves the right to determine whether Contestants are eligible to participate in the Competition. Contestants must be at least 18 years of age to participate in the Competition. Competition judges, as well as their children, parents, spouses, or co-habitants, are ineligible for participation in the Contest. Oregon Manifest reserves the right to disqualify any Contestant or any Contestant team.

4. Original Bicycle Design

Contestants must submit original utility bicycle designs that reflect their honest, creative efforts. Contestants may not submit bicycles that copy designs of others, even if expressly permitted. Contestants may submit bicycles that they have created or designed at any time in the past. However, for any bicycle that was submitted in the 2009 Oregon Manifest Competition, more than 30% of the new entry for the 2011 Competition must be dramatically modified. Oregon Manifest shall retain the right, in its sole discretion, to determine and decide whether any submitted bicycle design meets the original design requirement.

5. Submission of Entries

Contestants must deliver completed utility bicycles to Oregon Manifest Contest site at the Pacific Northwest College of Art on or before 8:00 am, Friday September 23, 2011 (the “Delivery Date”). Eligible bicycles must be fully completed, equipped, and outfitted; and ready for immediate use and testing. Contestants may conduct basic maintenance on their entries after the Delivery Date, however, under no circumstances may Contestants make further changes or alterations in bicycle construction or design after the Delivery Date. Excluding repairs for flat tires, Contestants may not conduct basic maintenance on their entries during the Field Test without prior approval from Oregon Manifest.

6. Disqualification

Entries failing to arrive at the Pacific Northwest College of Art by the designated **8:00 am check-in time on Friday, September 23rd**, will be turned away - **no exceptions!** 2009 entries may not be resubmitted unless more than 30% of the entry has been dramatically modified; changes in paint color, components and/or accessories do not qualify as a dramatic modification. Entries failing to address the mandatory features criteria set forth in the official “2011 Oregon Manifest Constructor’s Design Challenge Design Criteria” will be disqualified. A violation of the restrictions on display of Logos and Brands on entry bicycles, as described in Section 9 below, shall be grounds for automatic disqualification.

Entries must be functional and must be ridden the full length of the Field Test portion of the Contest by the respective custom frame builder, member of the collaborating team, student team or a designated partner cyclist. Entries will be disqualified if they are not submitted to or do not perform in the Field Test portion of the Contest.

During the Field Test, riders will not be allowed to carry any tools aside from tire levers used to change a flat. Should a rider need technical assistance on course, the official Field Test ride support will supply the rider with the necessary tools. All technical assistance will be documented and reported to the panel upon completion of the Field Test. Technical assistance needed to address a loose or faulty entry feature may result in point deduction. Entries that do not complete the Field Test for any reason, including rider crashes or illness, will be disqualified.

Failure to comply with the present Terms and Conditions, or any other misleading, deceptive, or unfair or unsportsmanlike conduct shall be grounds for disqualification. All bicycles entered into the contest are subject to verification and will be disqualified if they are determined to be copies of pre-existing designs created by the Contestant or others, or if any Contestant or Contestant Team member has engaged in unfair conduct in the course of the Competition.

Tampering with or altering any bicycle submitted to the Competition by any other competing Contestant or team, in any way, is grounds for automatic disqualification. Any misrepresentation of a Contestant's status or eligibility, or any other misrepresentation of material facts made to influence or manipulate the Competition in any way is also grounds for automatic disqualification.

NOTE: Contestants agree and acknowledge that Oregon Manifest shall have the sole and express discretion to disqualify any bicycle, Contestant, or team, at any time, for any of the reasons described in this section. If disqualified, Contestant agrees to return any prizes or consideration awarded to him or her during the course of the Competition and agrees to not misrepresent his or her status as an eligible Contestant or as a winner in the Competition.

7. Judging Process

Stage One: Entry Review

The panel, as a team, will evaluate all entries for general compliance to the design criteria. A representative for each entry will be given the opportunity to present their design solutions to the panel in 3 minutes or less.

Stage Two: Criteria Rating

Individual panelists will rate each entry based on a point system for the design criteria. Quality of execution and craftsmanship will be weighted differently for the Student Category; the point system for student entries will be heavily skewed in favor of creativity over fabrication execution.

Panelists will evaluate entries individually during Stage Two of the jury process.

Rate sheets will be submitted to a designated Oregon Manifest moderator. Criteria points will be tallied by the moderator, and math further verified. Results will be kept confidential until the awards gala.

Stage Three: Field Test

All entries will be subjected to the Field Test. Panelists will evaluate bike performance / user experience en route. Field Test conditions may include:

- A 50+/- mile course
- Off and on road terrain
- Hills of varying grades and steep grades
- Sharp curves
- Check points testing mandatory features
- Portaging of a small bag of groceries, and/or an oversized postal box and/or poster tube, and/or a six-pack of beverage containers

The Field Test route will not be disclosed to any of the Oregon Manifest event organizers that are not directly involved in its execution, sponsors, or entrants prior to the public opening, September 23, 2011. The Field Test route will be created by a third party ride organizer selected by Oregon Manifest.

Stage Four: Post Ride Evaluation

Upon completion of the Field Test, each entry will be reviewed by the panel as a team. The panel will consider the final condition of the entry, rattling, and any necessary technical support supplied to the rider during the Field Test, and possibly re-evaluate mandatory features. This will be the final evaluation to determine the winning entries.

8. Awards

- Best In Show
- 2nd Place
- 3rd Place
- 4th Honorable Mention
- 5th Honorable Mention
- Best Student Team Entry
- Online Audience Favorite Award
 - Voting for this award will be conducted online after the open category winners are announced, and is open to the public. Each person may only vote once. No prizes, other than acknowledgement of voting results, will be given for this award.
- People’s Choice Award : Creative Collaboration Bikes only
 - Voting for this award will be conducted online. No prizes, other than acknowledgement of voting results, will be given for this award.

Oregon Manifest will announce corresponding prizes prior to the 2011 Awards Gala.

9. Design Criteria

All entrants, including student teams, as well as the three Creative Collaboration partners will work from the 2011 Oregon Manifest Constructor’s Design Challenge Design Criteria.

10. Logos and Brands on Entry Bicycles

The fundamental spirit of the Oregon Manifest Constructor’s Design Challenge is to encourage and celebrate the creativity of the independent Contestant bike builders, *not* third party sponsors. Accordingly, entry bicycles and accessories may *ONLY* bear the logos or brands of Contestants’ respective companies that they manage or own. Excluding pre-printed standard manufacturer markings found on stock parts, any other (sponsor) logos and brands may appear *ONLY* on the right side chainstay, and must be limited in size to .5 inches in height and 6.0 inches in width.

Violation of this rule shall be grounds for disqualification from the Contest.