



## 2023 KITCHEN DESIGN AWARDS

# Rules & Regulations

Read these rules and regulations carefully. Then, if you wish to enter the KCMA Design Awards Program during the Entry Period, go to <https://kcma.org/kitchen-design-contest/submit> (the "Website") and fill out the registration form in its entirety.

### Qualifying Designs

Kitchen designs (referred to as an "Eligible Remodel" in these rules) completed during the calendar years 2021, 2022 and 2023. Kitchen designs must feature KCMA Member cabinets and be KCMA certified (A161.1, ESP, or Severe Use).

### Submission Timing

The submission of awards entries is 12:00:00 AM (ET) on 11/1/23 and ends at 11:59:59 PM (ET) on 12/31/23.

### Eligibility

The KCMA awards program is open to legal U.S. residents residing in one (1) of the forty-eight (48) continental United States or the District of Columbia (excluding Alaska, Hawaii, Puerto Rico, Guam, the Virgin Islands and other United States territories) who are eighteen (18) years of age or older and own or are employed by an interior design, kitchen design or architect company who submit within the prescribed period of the program (submission timing).

**THE PROGRAM IS NOT OPEN TO THE GENERAL PUBLIC.**

Also, employees, officers, and directors of KCMA, and their immediate family members, and/or those living in the same household of each, are ineligible to enter the Awards Program or win an award. Limit (1) one submission per individual for the Awards Program. The Awards Program is void where prohibited by law. Proof of ownership or employment by a design or architect firm must be provided upon request. Participation in the KCMA Design Awards Program does not constitute participation in any other promotion, Awards Program or sweepstakes. By participating in the KCMA Design Awards Program, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Kitchen Cabinetry Manufacturer's Association (KCMA), 1768 Business Center Drive Suite 390 Reston Virginia 20190 ("Sponsor"), which shall be final and binding in all respects.

### Judging

Judging will take place from January 1 through January 15, 2024. Winners will be notified.

### What to Submit

The KCMA Design Awards Program requires eligible entrants to submit one (1) *before* and one (1) *after* photo of a kitchen project within the years noted for this awards program above that was prepared by the applicant. **They MUST have incorporated the use of KCMA Member cabinetry and be KCMA certified (A161.1, ESP, or Severe Use)** (an "Eligible Remodel") and submit the Eligible Remodel for consideration. Eligible Remodels will be judged

by representatives of Sponsor (the "Judging Panel") who will select one (1) first place winner and (1) second place winner, as more fully described in these rules and regulations.

### Awards

One (1) First Award of \$2,000 is available for Best Kitchen Design as determined by the judges. One (1) Second Award of \$500 is available for 2nd Best Kitchen Design as determined by the judges. **1st place award is to be used to cover expenses for a trip to Las Vegas to attend the 2024 The Premier Kitchen and Bath Design Event ("KBIS") or the award will be forfeited in its entirety. Award winners will receive a 1099 tax form for the value of the award.**

The above awards will be distributed directly to the designers or architects who submitted the winning entry. KCMA is solely responsible for award distribution to designers or architects associated with a winning Awards Program submission. The awards are non-transferable and may not be redeemed or exchanged for cash or other alternative goods or services.

The awards may constitute income under applicable federal, state and local tax laws. Award winners shall be solely responsible for any federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable award.

### Winners

Any legally required winner's list will be available on [www.kcma.org/Awards](http://www.kcma.org/Awards) Program approximately four (4) weeks after the end of the Awards Program Period. **THE AWARDS PROGRAM IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, ANY SOCIAL MEDIA PLATFORM. ENTRANT AGREES TO COMPLETELY RELEASE ANY SOCIAL MEDIA PLATFORM OF ALL LIABILITY AS SPECIFICALLY RELATES TO THIS AWARDS PROGRAM**

### Winner Selection/Notification

During the Final Judging Period, the Judging Panel will judge all confirmed submissions based on the following equally weighted judging criteria: creativity / originality, most dramatic before & after change, use of decorative accents & details. The judging of entries will be conducted under the supervision of Sponsor. The Judging Panel's decision is final and binding in all respects relating to selections. The potential award winners will be notified by telephone, e-mail, and/or mail using the contact information provided at the time of entry on or about 1/15/2024. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite

reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the award or award notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her award and an alternate winner may be selected based on the judging results. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. The potential winners will need to sign and return applicable "Award Claim Documents" within a reasonable amount of time, as determined by the Sponsor in its sole discretion, prior to receipt of any award. If any potential winner is found to be ineligible or if he or she has not complied with these Official Rules such potential winner will be disqualified, and an alternate winner may be selected in accordance with these Official Rules.

### **Participation**

By participating in the Awards Program, each participant certifies that the entry does not contain any material that would violate or infringe upon the rights of any third party, including copyrights, trademarks or rights of privacy or publicity. KCMA reserves the right in its sole and unfettered discretion to disqualify and remove any entry that it believes contains obscene, offensive or inappropriate content, that does not comply with these rules or that is not consistent with the spirit or theme of the Program.

In addition, by participating in the Awards Program, each entrant grants to KCMA and its designees a nonexclusive, worldwide, perpetual, irrevocable, transferable, fully paid and royalty-free license to copy, exhibit, display, publicly perform, create derivative works based on and otherwise use the entry. Except where prohibited by law, each participant's name, photograph, likeness, statements, biographical information, voice, and city and state address may be used by KCMA for promotional or advertising purpose in connection with the Awards Program on a national basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation.

Entrants agree that this Awards Program shall be subject to and governed by the laws of the Commonwealth of Virginia and the forum for any dispute shall be in state and federal courts located in or near Reston, Virginia, United States of America.

All awards offered will be awarded subject to the conditions herein.

### **Limitations of Liability and Release:**

KCMA is not liable in the event that any portion of the Contest is cancelled by KCMA. KCMA reserves the right to modify, suspend, terminate or cancel the Awards Program for any reason.

Participant agrees to defend, indemnify and hold harmless KCMA, and its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from participant's: violation of the Official Contest Rules; travel to or from KCMA's event; participation in KCMA's event; tax consequences arising from receiving any award; or otherwise arising from participant's participation in the Awards Program or receipt of the award. This defense and indemnification obligation will survive indefinitely beyond the conclusion of the Awards Program.

KCMA assumes no liability or responsibility for any loss or harm resulting from participant's participation in or attempt to participate in the Awards Program or ability or inability to upload, download or otherwise access any information in connection with participating in the Awards Program.

In no event shall KCMA, its directors, officers, employees, agents or representatives be liable to any party for any loss or injury to earnings, profits or goodwill, or for any direct, indirect, incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, even if advised of the possibility of such damages.