# 2025 RESIDENTIAL ARCHITECT DESIGN AWARDS OFFICIAL RULES

 The 2025 Residential Architect Design Awards (the "Contest") is sponsored by HW Holdco, LLC, d/b/a Zonda Home ("Zonda"). Contest is offered only in the United States, the District of Columbia and Canada (excluding Quebec) (the "Contest Area"). Void outside the Contest Area and where prohibited.

#### INTRODUCTION

- This Contest recognizes outstanding work in advancing residential design and offers
  residential architects and designers the opportunity to submit homes or other residential
  projects (each, a "Project") for judging based on factors such as scale, purpose and
  sustainability, and its overall impact on the space. Judging criteria are explained in more
  detail below.
- 3. Entrants agree that by entering a Project, they grant to Zonda a license to display the Projects in any media, including online in Architect's Project Gallery, as more fully described below. Award winners will be notified and announced in March 2026, and will be featured in Architect Magazine online, a publication of Zonda Media. **Awards may not be awarded in each Category (defined below).**
- 4. **Entry fees are nonrefundable.** Please be sure to review all eligibility guidelines (<u>below</u>) before submitting a project. If you still aren't sure whether you qualify, please email rada@zondahome.com. See below for more information.
- 5. Entries will be accepted starting on December 16, 2025 at 12:01 AM Eastern Time ("ET"). Entry deadline is 11:59 PM ET on January 30, 2026, subject to extension as set forth <u>below</u> (the "Entry Period"). The entry process is entirely digital, and entrants are advised to use either Chrome or Firefox browsers when registering and completing the Contest forms. Entries must be accompanied by the Standard Category Fee and any optional Specialty Category Fees (together, your "Entry Fee") set out in the following

Entry Fee schedule ("Entry Fee Schedule"):

Entry Fee Schedule

Category	Paid by 1/30/2026	Paid 1/20/2026 to 02/13/2026
Standard Category	\$160	\$210
Specialty Category	\$130	\$180*

\*A Specialty Category fee must be paid for each Specialty Category you select; for example, if you select three (3) Specialty Categories, your total Entry Fee will be \$550 (Standard Category fee of \$160 plus three (3) Specialty Categories fees of \$130 each), if paid on time.

- 6. Judging to determine award winners will be concluded and the Award winners determined and verified no later than March 2026, and announced on the Architect website and social media accounts between late-March or April 2026. Zonda's computer is the official time-keeping device for this Contest.
- 7. Contest is subject to all federal, state, provincial and/or local laws. Zonda shall be entitled to interpret these official rules ("Official Rules") as needed including without limitation rules regarding eligibility, <a href="Entries (defined below)">Entries (defined below)</a>, deadlines, winner selection and award restrictions. By participating, you agree to these Official Rules and to the decisions of Zonda, which are final and binding in all respects. For more information about the Contest, visit <a href="https://www.radesignawards.com">https://www.radesignawards.com</a> (the "Contest Page").

### **ELIGIBILITY**

- 8. You must be twenty-one (21) years old or older and above the age of majority in your jurisdiction of residence and a legal resident of the <u>Contest Area (above)</u> to be eligible to participate in this Contest. In addition,
  - You must be an architect or a designer, or you must submit an entry on behalf of any such person or entity (only architects and designers will be eligible to receive any award),
  - b. Your <u>Entry (defined below)</u> must feature a <u>Project</u> completed after January 1, 2022.
- 9. Employees, associates, officers, directors, volunteers and agents of Zonda, Hearth & Home, or any other entity directly involved in the development, administration or execution of the <u>Contest</u>, and the members of their immediate families and households "Immediate family members" shall mean spouse, "Household members" shall mean people who share the are not eligible to enter or win. parents, siblings and children. same residence at least three (3) months a year, whether legally related or not.

# **AWARDS & AWARD RESTRICTIONS**

10. Merit Awards/Honor Awards/Citation Awards (36): Award recipients will be acknowledged and/or featured by Architect as determined by Zonda in its discretion. See below for description of each award level. These awards have no cash value. ARV: \$0.00.

#### **GENERAL AWARD RESTRICTIONS**

11. All award details shall be at Zonda's discretion. Each award offered is provided "as is" with no warranty or guarantee either express or implied by <u>Released Parties (below)</u>. Without limiting the foregoing, Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any award.

#### ARCHITECT MAGAZINE FEATURE AWARD RESTRICTIONS

12. Neither the Merit Awards, Honor Awards, Citation Awards nor Architect Magazine feature element of any such award (the "Feature") has any cash value. The Feature is not transferable or redeemable in full or part for cash. The Feature is time-sensitive, subject to being superseded by breaking industry news, online deadline and winner's

availability and cooperation. If any such award is unavailable or cannot be or is not fulfilled for any reason, that winner will not be entitled to any substitution, remuneration or alternate award.

#### **ENTRIES**

- 13. Entries will be accepted starting on December 16, 2026 at 12:01 AM ET and ending on February 13, 2026 at 11:59 PM ET, subject to extension as set forth below. To enter, you must complete each of the steps listed below:
  - a. **Register**: First, visit the <u>Contest Page</u> (<u>https://www.radesignawards.com</u>) and follow the instructions to complete an online entry form (your "**Application**") with all required information, which will include the following:
    - Entrant (contact details for the person preparing the Entry) and, if applicable, the contact details for the architect or home designer on whose behalf you are submitting the Entry and confirmation of your authority to submit the Entry,
    - ii. Firm (contact details for the firm responsible for the project),
    - iii. Client (contact details and client description), and
    - iv. <u>Project</u> (including description, site and zoning constraints, square footage, etc.).
    - v. You must also select one (1) <u>Standard Category (defined below)</u> and you may select as many <u>Specialty Categories (defined below)</u> as you like.
    - vi. You will be required to pay the NONREFUNDABLE relevant Entry Fee reflected in the <u>Fee Schedule above</u> (\$160 PER Standard Categories, \$130 PER Specialty Category, and any late fees that apply) before you can submit Project images and description. Once you pay your Entry Fee, you will be taken to the rest of your Application.
  - b. Required Materials: Upload all Required Materials (defined below) and create your log-in credentials, which will allow you to return and update your Application and upload Optional Materials until your Entry has been submitted (below). No identifying information can be included in any part of your Application (Project name, description, on plans, etc.). To maintain anonymity in judging, no names of entrants or collaborating parties may appear on any submission materials except where specifically requested on the Applications. Do not, however, conceal the identity or location of projects. We request that your narrative be around 500 words, though there is no set minimum or maximum.
  - c. **Optional Materials**: At any time before you finalize and submit your Entry, you may upload any desired Optional Materials and modify your Application. Once you are satisfied with your Application, you must click through the second paywall and "submit" your Application to complete your entry. Your Application (entry form), Supporting Documents, and other required items above are collectively referred to as your "**Entry**." Once you have submitted the Entry, you will NOT be able to make any further changes.
- 14. Extension of Deadline: Zonda reserves the right in its sole discretion to extend the deadline for entries or to award fewer than the stated number of awards if it has not received a sufficient number of timely and properly submitted Entries in keeping with the purposes of the Contest.

- 15. **Standard Categories**: An Entry may only be entered in one (1) of the following Standard Categories:
  - a. Custom / 3000 Square Feet or less
  - b. Custom / More than 3000 Square Feet
  - c. Renovation (Residential Remodeling and Additions) / Adaptive Reuse
  - d. Restoration / Preservation
  - e. Multifamily Housing
  - f. Affordable Housing
  - g. Architectural Interiors (Build-outs, Interior Renovations)
  - h. Specialized Housing (SROs, Shelters, Student Housing, etc.)
  - i. Outbuilding
- 16. **Specialty Categories**: An Entry may be submitted in one (1) or more of the following Specialty Categories (subject to the payment of a Specialty Category fee for each selected Specialty Category):
  - a. Spotlight Focus Category: "Kitchens"
  - b. Universal Dwelling Design
  - c. Architectural Design Detail
- 17. New Approaches to Housing and Specialty Homes (built accessory dwelling units, tiny homes, micro-units, multigenerational housing, co-living, co-housing, 3D-printed residences, etc. PLEASE NOTE: submissions in this category must be built. All unbuilt projects should be submitted to Category 10. On the Boards (The Standard Categories and Specialty Categories are collectively referred to as "Categories").
- 18. **Supporting Documentation.** Your Entry must be supported by the Required Documents below. You may also upload any of the Optional Documents below to support your Entry. All uploaded documents are subject to the <u>File Restrictions (below)</u>.
  - a. **Required Documents**: You must upload photographs of the completed <u>Project</u> (.jpg format) and site plans/floor plans (.jpg format) (together, "**Required** process as well as its result.
  - b. **Optional Documents**: You are encouraged to upload preliminary sketches, alternative preliminary schemes, information on context, precedents for the design, and excerpts from working drawings and you may also upload sections (.jpg), detail drawings, energy modeling diagrams, model photos (.jpg), performance qualifications, diagrams (.doc or .jpg), and videos (.mp4) (collectively, "**Optional Documents**"), to support your Entry.
- 19. **File Restrictions**. Your Required Documents and Documentation must satisfy the following file restrictions ("**File Restrictions**"):
  - a. You may upload no more than twenty (20) files, up to a maximum **combined** size of fifty (50) MB;
  - b. Unless specified above, files can be .jpg images with a maximum file height and width of 2,000 pixels, Microsoft Word .doc files, or .mp4 files;
  - c. You can submit up to twenty (20) images, including photos and drawings.
  - d. You may only upload single images. Do not combine more than one image in the same JPG file. Our judges want to be able to see your Project in as much detail as possible.

- e. All images must be in JPG format with a minimum resolution of 300 DPI. Images cannot exceed 2,000 pixels in length or height.
- f. Plans must be converted to JPG files. Images cannot exceed 2,000 pixels in length or height.
- 20. Entry deadline is February 13, 2026, at 11:59 PM ET, subject to extension as described above. Proof of sending is not proof of receipt by Zonda. Zonda will not accept screen shots as proof of entry. There is no limit on the number of Projects you may enter. However, each <a href="Project">Project</a> must be submitted as a separate Entry and each Entry must be accompanied by the nonrefundable Entry Fees described above.
- 21. Each Entry must include a valid daytime phone number or email address for the entrant and each entrant remains solely responsible for notifying Zonda of changes in his/her/their contact information. Released Parties are not responsible for voice or electronic communications that are undeliverable because of any form of call blocking, inability to leave a voice message, passive or, as to email, active filtering of any kind, or insufficient space in entrant's email or other account to receive messages. In the event of a dispute as to the identity or eligibility of a winner based on an email address, the Entry will be deemed made by the "Authorized Account Holder" of the email address used for the Entry. The Authorized Account Holder is the natural person who is assigned to the email address by the relevant Internet access provider, online service provider, or other organization responsible for assigning email addresses for the corresponding domain. In the event of a dispute as to the identity of any entrant, the potential winner agrees to furnish requested documentation confirming his/her/their status as the Authorized Account Holder. If such a dispute cannot be resolved to Zonda's satisfaction, the affected Entry will be deemed ineligible.
- 22. Entrants who fail to provide any required information may be disqualified without further notification by Zonda. Entrants agree that Released Parties are not responsible for Entries that are lost, misdirected, undelivered, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such Entries are void. Zonda reserves the right in its sole discretion to disqualify any Entry at any time that in its opinion does not comply with these Official Rules.
- 23. The information that you provide in connection with the Contest may be used by Zonda, in accordance with its Privacy Policies, which are found at <a href="https://zondahome.com/legal/">https://zondahome.com/legal/</a> and which may be updated from time to time.

# LICENSE, WARRANTY & PUBLISHING RIGHTS

24. <u>License.</u> You retain your rights to your Entry; however, by entering the Contest, you expressly agree to grant to Zonda, and to those authorized by or acting on behalf of Zonda, a non-exclusive, perpetual, irrevocable, world-wide royalty-free license (and waive all moral rights in and to your Entry) to publicly display, reproduce, distribute, publish, perform, edit, otherwise use and create derivative works of your Entry, in whole or in part, in any media now existing or later developed, for any purpose, including, but not limited to, advertising and promotion of Zonda and its respective websites, exhibitions, and commercial products, and to affirm the grant of those rights to the extent required by law to give them full effect and to promptly execute additional documents relevant to such rights that are reasonably requested by Zonda. Neither Zonda will be required to pay any additional consideration or seek any additional approval in

connection with such uses. For clarity, entrants agree that Zonda has the right (but not the obligation) to publish any Entry on their respective websites and/or social media platforms and as they otherwise choose in their individual discretion. Any Entry so reproduced will include photographer credit as feasible. Entrants further acknowledge and agree that Zonda retains the right to consider all non-winning Entries for future publication without further approval from relevant entrants, but will endeavor to notify entrants in advance of any such publication. Keep a copy of all Entry materials for your records. Note that awards are left to the judges' discretion: An award may not be granted in each category. All entries may also appear online in ARCHITECT's Project Gallery.

25. <u>Warranty</u>. By submitting your Entry, you warrant that (a) your Entry is original to you and not copied, in whole or in part, from any work belonging to anyone else, (b) your Entry does not violate any copyright laws, or plagiarize, libel, slander, defame, disparage, or otherwise infringe on or violate the rights of any third parties, (c) you are legally entitled to submit the Entry including all photos in the Contest; (d) the distribution, reproduction, display and any other uses of your Entry as permitted herein will not infringe any third-party rights, and (e) your Entry complies in its entirety with these Official Rules.

# **JUDGING, WINNER NOTIFICATION & VERIFICATION**

Judging to determine the Contest winners will be conducted as follows:

- 26. Zonda will assemble a panel of judges comprised of architectural, design, and other residential building experts (the "Contest Judges") who will review and score each Entry, using the following equally-weighted selection criteria weighted as indicated: scale, purpose, innovation, and sustainability.
- 27. Subject to verification of eligibility, the three (3) Entries in each of the twelve (12) Categories that receive the highest scores from the Contest Judges will be declared the winning Entries, and the corresponding entrants will be declared the winners, for a total of up to thirty-six (36) winners. The three (3) awards in each category are described below:
  - a. Honor Award: Highest Level of Recognition: The Honor Award is reserved for projects or individuals that represent the highest standards of design excellence, and often demonstrate design that positively influences their surroundings, occupants, or the broader architectural community.
  - b. **Merit Award**: **Middle Level of Recognition**: The Merit Award is given to projects or individuals that show a high degree of achievement in design but may not reach the same level of groundbreaking innovation as Honor Award winners.
  - c. Citation Award: Entry-Level Recognition: This award recognizes projects or individuals for noteworthy design achievements, and is given to projects that show significant potential, have unique aspects, or are particularly strong in certain areas, but may not meet the overall excellence required for Merit or Honor Awards.

#### **ALL ENTRIES**

28. In the event of a tie for any winning Entry in any Category, the ARCHITECT's Editor-in-Chief will review the tied Entries and determine the winning Entry based on the relevant criteria above. Zonda reserves the right to award fewer than the stated number of awards if it does not receive an adequate number of properly submitted and eligible Entries.

- 29. The Contest Judges will ultimately decide how many awards will be given in each category. Contest Judges may move an Entry to another category as they see fit. The Contest Judges reserve the right to not give any awards in specific categories.
- 30. Zonda will contact each potential winner using the information provided at the time of entry. Each potential winner must respond to such notification within seventy two (72)hours and provide his/her/their full name and any requested contact information, which may include complete mailing address (street addresses only; no P.O. Boxes will be accepted). Each potential winner may be required to present valid photo identification and/or to execute and return an affidavit or declaration of eligibility, liability waiver, publicity release (where legal), tax forms and/or other legal documents to Zonda within three (3) business days after initial notification and as a condition of receiving any award and of continued eligibility. Zonda in its sole discretion may allow for transmission of any verification materials via fax or email.
- 31. If any potential winner (a) cannot be contacted directly by, or does not respond to, Zonda or its designee within the time stated above, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the award, or (d) is otherwise determined to be ineligible. Zonda in its discretion may disqualify that individual and an alternate winner will be determined in accordance with the preceding selection process as soon as reasonably practicable after such disqualification. Alternate winner must respond to initial notification and provide any requested verification paperwork within the deadlines stated above. If time permits prior to the deadline for the Feature element of any award, Zonda will make one (1) attempt to verify an alternate winner for any award. If Zonda is unable to verify an alternate winner for any award after one (1) attempt, or there is no longer enough time remaining prior to such deadline, no further attempts will be made for such award and that award will not be made. Confirmed winners will receive instructions from Zonda or its designee for claiming awards or coordinating awardrelated activities. As noted earlier, Zonda reserves the right to award fewer than the stated number of awards if it does not receive an adequate number of properly submitted and eligible Entries.
- 32. Zonda may, in its discretion, post the verified winners' names on the Contest Page and/or any of its websites, including <a href="https://zondahome.com">https://zondahome.com</a>, and any of its respective social media pages or channels. Except as provided in these <a href="Official Rules">Official Rules</a> or otherwise required by law, Zonda will not be responsible for entering into any correspondence or discussion regarding any Contest results.
- 33. By accepting an award, each winner agrees to award Zonda the right to publicize his/her/their name, Entry materials, photographs (including the use and appearance of his/her/their photograph on their respective websites), likeness, biographical information, email address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

#### LIABILITY RELEASE

34. By participating in the Contest or accepting an award, you agree that Zonda, and the Contest Judges, social media platforms or channels in which the Contest is mentioned or promoted, if any, for example, Facebook by Meta, Instagram, LinkedIn, or X f/k/a

Twitter, any other company involved in the development or administration of this Contest, their respective parent companies, affiliates, subsidiaries, distributors, advertising and promotion agencies, award suppliers, franchisees, and all of their respective officers, directors, agents, employees and related persons (collectively, the "Released Parties"): (a) are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including but not limited to: failed, incomplete, misdirected, corrupted, garbled or delayed transmissions, telephone connections, traffic congestion on telephone lines, the Internet or at any website; or disconnected, interrupted, or unavailable network, server, or other connections; or late, lost, undeliverable, damaged or stolen mail: or other errors of any kind, whether human, mechanical, or electronic; or Entries that for any reason are not properly submitted or received by Zonda by any deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants or other participants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest or in the printing of this offer, administration of this Contest, or in the selection, determination or announcement of the winners or awards, or otherwise in any Contestrelated materials; (c) are not responsible for any injury or damage to any computer, tablet, smartphone, modem or other device as a result of participation in this Contest or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Contest; (e) are not responsible for any unauthorized third-party use of any Entry materials; (f) are not responsible for the inability to select or determine winners because of postal failure, equipment failure, or data storage failure; (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Contest, the acceptance of Entries, the selection or determination of winners, the award of awards or otherwise in any Contest-related materials or activity; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in, or traveling to participate in, any part of the Contest (in whole or in part), the use (including modification, adaptation, and reproduction) of Entry materials during or after the Contest, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any award.

#### **DISCLAIMER OF LIABILITY**

35. RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO ANY AWARD. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE CONTEST OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF ANY AWARD OR OTHER BENEFITS UNDER THESE OFFICIAL RULES.

- RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE CONTEST PAGE OR RELATED WEBSITES OR MOBILE PLATFORMS, OR ANY OF THEIR RESPECTIVE FEATURES OR FUNCTIONALITIES, WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CONTEST.
- 36. BY ENTERING THE CONTEST, ACCEPTING AN AWARD AND/OR OTHERWISE PARTICIPATING IN THE CONTEST, YOU FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY AWARD AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION: (B) ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR. AND you HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES. OTHER THAN ACTUAL OUT OF POCKET EXPENSES. AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.
- 37. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

## **MISCELLANEOUS**

- 38. Zonda reserves the right to cancel, suspend or terminate this Contest, or any part thereof, if Zonda determines, in its sole discretion, that the security, administration, fairness and/or operation of the Contest has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, regularly scheduled maintenance, malfunction, or any other cause beyond Zonda's control. In such an event, Zonda will post notice of same at the Contest Page and determine the winners in accordance with above-described selection process from all non-suspect Entries received prior to the suspension, cancellation or termination ofthe Contest, or in such other manner as Zonda, in its sole discretion, deems fair and appropriate under the circumstances.
- 39. Zonda reserves the right to disqualify any individual from further participation in the Contest if Zonda concludes, in its sole discretion, that such person (a) has attempted to tamper with any entry or selection process or other any operation of the Contest, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards Zonda, any Contest Judge, or any other entrant or participant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to enter using any prohibited device or method. Any failure by Zonda to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
- 40. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR

DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND ZONDA RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.

- 41. All activity arising out of and relating to the Contest, including any reference to the status of any person as a "winner," is subject to verification and/or auditing for compliance with the Official Rules. If Zonda determines, in its sole discretion, that verification or auditing activity evidences non-compliance of any Entry and/or entrant with the Official Rules, Zonda reserves the right to disqualify such Entry and/or entrant from the Contest and any award at any time. Zonda reserves the right to conduct a background check on any potential winners and to disqualify any individual based on such background check if Zonda determines, in its sole discretion, that awarding an award to any such individual might reflect negatively on Zonda.
- 42. Zonda reserves the right to correct typographical, printing or clerical errors in any Contest-related materials. No more than the stated number of awards will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of awards as set forth in these Official Rules to be available and/or claimed, Zonda reserves the right to award only the stated number of awards by a random drawing from among all legitimate, un-awarded, eligible award claims.
- 43. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Contest-related materials, including but not limited to the Application forms, point of sale, television, print, mobile or online advertising, or onsite signage or other materials, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

# **TRADEMARKS**

44. Zonda<sup>™</sup> is a trademark and/or service mark of HW Holdco, LLC, d/b/a Zonda Home. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Contest is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Contest or of Zonda. Any questions or complaints about this Contest must be directed to Zonda and not to such third parties.

# **CHOICE OF LAW & VENUE**

45. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or other participants or Released Parties in connection with the Contest, shall be governed by Delaware law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Delaware.

46. By entering, accepting an award and/or otherwise participating in the Contest, you expressly (a) agree that any legal proceedings arising out of or relating in any way to this Contest or these Official Rules shall be brought only in the federal or state courts located in Delaware, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.

# **WINNER'S LIST & OFFICIAL RULES**

- 47. For a copy of the Official Rules or the final Winner's List (available after February 7, 2025), visit the Contest Page or send an email to <a href="mailto:rada@zondahome.com">rada@zondahome.com</a>, specifying either "Official Rules" or "Winner's List". Winners' names will also be published online at <a href="https://www.architectmagazine.com/">https://www.architectmagazine.com/</a>.
- 48. Sponsor: HW Holdco, LLC, d/b/a Zonda Home.