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2014 Official Rules

ELIGIBILITY

The International Smart Gear Competition is open to entrants who are at least 18 years old at the time of entry. Employees, directors, agents, current contractors, and relatives of employees, directors, or commissioners of World Wildlife Fund, Inc., any WWF National Organization, the Marine Mammal Commission, the National Oceanic Atmospheric Administration (NOAA), Bumble Bee Foods, Fondation Segré and John West Foods are ineligible. Competition is void where prohibited by law. No purchase necessary. Entrants may work as a team or individually.  
  
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COMPETITION TERM AND ENTRY DEADLINE

The Competition will open March 1, 2014 and close August 31, 2014. Electronic entries must be received by 11:59 p.m. Eastern Standard Time on August 31, 2014. Mail-in entries must be postmarked by August 31, 2014 and received by September 5, 2014.   
  
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TO ENTER THE COMPETITION

**Complete the entry form available at www.smartgear.org. Your entry must include all of the following items:**

* Title of Entry *[10 words or less]*
* Brief description summarizing what the fishing gear or technology is and what it does *[50 words or less]*
* A brief description explaining how the entry works (i.e. how it will reduce bycatch) *[no longer than one page]*
* Photographs, diagram, prototype or other materials that demonstrate how the entry works
* A brief description explaining how the entry is innovative and original *[no longer than half a page]*
* A brief description explaining how the entry will be practical for fishermen to use *[no longer than half a page]*
* A brief description explaining the costs that will be involved in implementing your entry (e.g. the materials needed to produce the gear or technology, installation and/or maintenance requirements, or training for the gear or technology) [no longer than half a page]
* A brief description explaining how the entry will allow fishermen to maintain or increase profitable fishing of target species. *[no longer than half a page]*
* A brief description explaining whether your entry was tested and, if so, the outcome of such testing *[no longer than half a page]*
* Any demonstration materials that may strengthen your entry (e.g. prototypes, photos, etc.)
* If applicable, a brief description of how your entry may meet the additional criteria of either of the Special Tuna Prize or Special Marine Mammal Prize.

**Submit the entry form via e-mail to** [**smartgear@smartgear.org**](mailto:smartgear@smartgear.org) **or via mail to**

**International Smart Gear Competition**   
c/o Mike Osmond   
World Wildlife Fund   
2081 Landings Drive   
Mountain View CA 94043   
U.S.A.   
  
**The entry form is only available in English and all entries must be submitted in English**. A limited amount of funding is available to support the translation of entries into English on a first come-first served basis. To request translation assistance please send your request by email to [smartgear@smartgear.org](mailto:smartgear@smartgear.org) or by mail to the address above.

If you have digital/electronic versions of your design demonstration materials (e.g. digital photos, diagrams, etc.), you may attach these to your entry form and email them together.

If you are e-mailing your entry but have design demonstration materials (e.g. prototypes, photos, etc.) that cannot be sent electronically, please do the following: FIRST, send your completed entry form by email so that we have an electronic version of your application. THEN, mail all your application materials (entry form, along with all design Demonstration Materials).  
  
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COMPETITION PRIZES

**Sponsor will award a total of four prizes to the entrants selected by the Judges based on the criteria below:**

* One **Grand Prize** of thirty thousand U.S. dollars (**$30,000**), $10,000 of which will be disbursed to the winner in the form of a grant from WWF to fund activities, such as testing and marketing that will increase the likelihood that the idea will become widely available.
* Two **Runner-Up Prizes** of ten thousand U.S. dollars (**$10,000**) each.
* One **Special Tuna Prize** of seven thousand five hundred U.S. dollars ($**7,500**) for Bycatch Reduction in Tuna Fisheries selected from entries submitted from member countries and participating territories of the WCPFC (www.wcpfc.int).
* One **Special Marine Mammal Prize** of seven thousand five hundred U.S. dollars **($7,500)** for bycatch reduction of marine mammals in gillnet fishing gear meeting one of the following criteria:
  + - Devices that could be added to or incorporated into gillnets (e.g., pingers, other electrical or mechanical devices), gear modifications (e.g., changes in rope or gillnet characteristics such as color, stiffness, or twine diameter), or other possible alterations to gillnet design or fishing methods (e.g., adjustments to fishing depths, net profiles, or other deployment practices) that would reduce marine mammal injury and mortality while still allowing successful fishing for commercial and/or subsistence purposes; OR
    - In existing gillnet fisheries, design alternative (non-gillnet) fishing gear that would reduce marine mammal injury and mortality and still allow fishing that meets commercial and/or subsistence needs of the current gillnet fishery.

Up to one Special Marine Mammal Prize will be awarded from the combined entries that satisfy either of the two criteria.

**Please pay special attention to the location restrictions for the Special Tuna Prize, and the gear restrictions for the Special Marine Mammal Prize.**

**Total Prize Value: $65,000**. All federal, state, provincial, local, and other jurisdictional taxes, fees, and surcharges on prizes are the sole responsibility of the winners.  
  
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COMPETITION JUDGING

The competition judges will review all of the eligible entries in October 2014. Judges will include fisheries experts drawn from academia, industry and fishing organizations. The list of 2014 Smart Gear Judges will be posted on the competition web site, [www.smartgear.org](http://www.smartgear.org).   
  
Judges will evaluate the fishing gear or technology described in the entry using the following criteria weighted equally:

* **EFFECTIVELY REDUCES BYCATCH** of non-target fish and/or other species
* **INNOVATIVE**
* **PRACTICAL**
* **COST EFFECTIVE**
* **MAINTAINS TARGET CATCH** - How well will it allow fishermen to maintain or increase profitable fishing of target species?
* **CONSERVATION IMPACT** - How significant are the conservation implications, especially for vulnerable and/or endangered species?

The Judges will select one Grand Prize winner, two runner-up winners, one Special Tuna Prize Winner, and one Special Marine Mammal Prize. In the event of a tie between entrants, Judges will award the prize to the entry that ranks as the most innovative and with the greatest conservation impact. Sponsor reserves the right not to award a prize if a majority of the Judges conclude that no minimally suitable entry, based on the above criteria, has been received.  
  
The Grand Prize and the two Runner-Up Prizes will be awarded to three different entries if three eligible entries meet the judging criteria. The Special Prizes will be awarded to the Grand Prize Winner or Runner-Up Winners or split among those winners if any of those winners are also eligible for a Special Prize. If those winners are not eligible for the Special Prizes, then one or both of the Special Prizes may be awarded to other eligible entries.  
  
Odds of winning depend on the number of eligible entries received.   
  
Sponsor will notify the potential Grand Prize winner, the Runner-Up winners, and the Special Prize Winners using the contact information supplied on the entry forms. Reasonable efforts to reach each potential winner will be made, but Sponsor is not responsible for inaccurate or incomplete contact information, or for potential winners' failure to respond within a reasonable time to notification.   
  
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ADDITIONAL INFORMATION

All entries will become the physical property of the sponsor and none will be returned.   
  
By entering, entrants acknowledge and warrant that the entry constitutes an original idea created solely by entrant or entrant’s team and that no third party has any right or claim to the entry.   
  
Sponsor will not be responsible for late, lost, stolen, mutilated, incomplete, illegible, misdirected, or postage due mail, or for unauthorized human intervention, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by any technical or human error, which may occur in the processing of entries in the Competition, including but not limited to any misprints or typographical errors.   
  
Entries must be the entrants' original work and must have been solely created by entrant or entrant's team. Entrants may withdraw their entry by sending written notice to [smartgear@smartgear.org](javascript:location.href='mailto:'+String.fromCharCode(115,109,97,114,116,103,101,97,114,64,115,109,97,114,116,103,101,97,114,46,111,114,103)+'?') before entry deadline.  
  
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OFFICIAL SPONSOR

World Wildlife Fund, Inc.,  
1250 24th St NW  
Washington DC 20037  
United States of America   
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INTELLECTUAL PROPERTY

Neither the Sponsor nor any of the Judges will retain any intellectual property rights in the technology contained in the entry. However, entries, or portions thereof, may be published on [www.smartgear.org](http://www.smartgear.org), on the Sponsor's and Judges' web sites, or in other medium, at Sponsor's discretion. Additionally, by participating, all entrants, whether it be an individual or a team, including any companies, legal entities, employees, contractors or any other affiliate or person who has assisted in the entry, grant to Sponsor the unrestricted right to use all materials provided or statements made in connection with the Competition, and pictures or likeness of Competition participants, or choose not to do so, at its sole discretion.   
  
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GENERAL TERMS AND CONDITIONS

This Competition is VOID WHERE PROHIBITED. Decisions of Sponsor are final. All entries must be in English. Sponsor will not acknowledge receipt of entries. The grant portion of the Grand Prize is contingent upon the winner executing an acceptable grant within a reasonable period following prize notification. Winners may be required to sign an affidavit of eligibility and liability/publicity release within 15 days of receipt of prize notification. Noncompliance or return of prize notification as undeliverable will result in disqualification and selection of an alternate winner. Sponsor reserves the right to substitute prizes of equal or comparable value.  
  
By participating, entrants agree to release, discharge and hold harmless Sponsor and Judges and their respective partners, affiliates, subsidiaries, agents, and their employees, officers, directors, and representatives, from any claims, losses, and damages arising out of their participation in this Competition or any Competition-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.  
  
As a condition of participating in this Competition, entrants agree that any and all disputes which cannot be resolved between and among the parties, and causes of action arising out of or connected with this Competition shall be resolved individually, without resort to any form of class action, exclusively, before a court of competent jurisdiction located in Washington, D.C., United States of America, which court shall apply the laws of the District of Columbia without regard for rules of conflicts of law. In any such dispute, under no circumstances shall any entrant be entitled to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any) associated with participating in the Competition, and all such parties hereby waive all rights to have damages multiplied or increased.   
  
If, for any reason, the Competition is not capable of completion as planned, including by reason of fraud, act of God, or any other factor beyond Sponsor's reasonable control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition.  
  
Schools (including school representatives), classes, and student participants also agree:  
  
(a) to be bound by these Official Rules;  
(b) that the decisions of Sponsor and Judges are final on all matters relating to the Competition; and  
(c) Sponsor and Judges may use each winners' name, photograph, likeness, and/or voice in any publicity or advertising relating to the Competition or future promotions without compensation or approval (except in Tennessee and where prohibited by law) as further discussed above.  
  
For names of winners or Official Rules, send a self-addressed, stamped envelope to Sponsor by December 31, 2014:  
  
**International Smart Gear Competition**   
c/o Mike Osmond   
World Wildlife Fund   
13 Weepingridge Ct., San Mateo, CA 94402

U.S.A.   
  
(Residents of Vermont need not include postage.) This Competition is subject to all federal, state, provincial, local, and other jurisdictional laws and regulations. Certain restrictions may apply.