

## Official Rules

### FIRST COAST VISION DESIGN CHALLENGE

- 1. Eligibility.** The First Coast Vision Image Design Challenge (the "Challenge") is offered and open to people who are at least 18 years of age at the time of entry. Teams including people that are younger must each include at least one member that is 18 years old or older. Teams and individuals are welcome to participate. Employees, officers and directors of the Regional Community Institute of Northeast Florida, Inc. (the "Sponsor") and the Northeast Florida Regional Council and members of the immediate family (parents, siblings, children and spouse, wherever they reside) or household members (whether or not related) of such employees, officers and directors are not eligible. By participating, you agree to these Official Rules, to the Submission of Content Terms and Conditions (the "Content Terms") and all decisions of Sponsor, which are final and binding in all respects (collectively, the "Rules"). Void where prohibited.
- 2. Challenge Period.** The Challenge begins on April 1, 2011 at 5:00:01 p.m. and ends on June 3, 2011 at 5:00:00 p.m. A day begins at 12:00:01 a.m. and ends the following 11:59:59 p.m. All times are Eastern Standard Time. Sponsor reserves the right, in its sole discretion, to cancel, suspend, or extend the Challenge at any time without notice.
- 3. How To Participate.** To enter the Challenge, participants must submit their intent form, fully executed, to the Executive Director of the Sponsor organization by May 6, 2011 at 5:00:00 pm. Late submissions may be accepted at the sole discretion of the Sponsor.
- 4. Selection Process and Prizes.** The Images will be accepted, reviewed, and judged by Sponsor, in its sole discretion. If your Image is selected for First Coast Vision, you will receive a one-time payment of \$500 and you immediately and irrevocably assign the Image to Sponsor pursuant to the Content Terms. To be eligible, Designs must be the original work of the participant. If your design is selected, you will be notified by email. If your image is selected as the runner-up, you will receive a one-time payment of \$250 and you immediately and irrevocably assign the Image to Sponsor pursuant to the Content Terms.
- 5. Notification of winners:** Between June 23, 2011 and June 30, 2011, winner and runner-up will be notified by email.
- 6. General Conditions: Participants agree (a) that Sponsor, its respective parent, subsidiary and affiliated companies, and all of their respective officers, directors, employees, representatives and agents (individually and collectively "Releasees") are released, will have no liability whatsoever for, and shall be indemnified and held harmless by participants against any liability for any injuries, losses or damages of any kind (whether due to negligence or otherwise) to person(s), including death, or property resulting in whole or in part, directly or indirectly, from participation in this Challenge or any Challenge related activities, and, (b) each winner grants permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, in perpetuity, for advertising, trade, publicity and promotional purposes without additional compensation (except where legally prohibited), in all media now known or hereafter discovered or devised, worldwide, and on the Internet and World Wide Web, without notice, review, or approval. If winner notification is returned as non-deliverable, or if the potential winner is found to be ineligible or otherwise not in compliance with the Rules, winner may forfeit the prize and an alternate winner may be selected. Payments for selected image will be paid in US Dollars. Any questions, comments or complaints regarding this Challenge should be directed to the Sponsor at [design@nefrc.org](mailto:design@nefrc.org).**
- 7. Liability Limitations:** Releasees are not responsible for lost, late, misdirected, incomplete, postage due or non-delivered mail, entries or e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Challenge Webpage, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software or program/programming malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture or transmission of registration, entry or other information or the failure to capture, or loss of, any such or similar information. Persons who tamper with or abuse any aspect of this Challenge, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed, third party or like entry methods (except as specifically permitted in these Rules) will void all such entries by such methods, and disqualify any entrant using such methods. Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Challenge or downloading materials from or

use of the Challenge Website or any website. Should any portion of the Challenge be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or any other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Challenge, and select the winners from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Releasees are not responsible for any incorrect or inaccurate information, whether caused by Challenge Webpage users, or any website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Challenge, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized access to or use to this Challenge Webpage or any website. In case of dispute, the authorized subscriber of the e-mail account used to enter the Challenge at the actual time of entry will be deemed to be the participant, and must comply with the Rules. The authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet Access Provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses.

**i. IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE CHALLENGE WEBPAGE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID CHALLENGE WEBSITE. LIMITING THE FOREGOING, EVERYTHING ON THIS CHALLENGE WEBPAGE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

8. **Dispute Resolution:** This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be Duval County, Florida.
9. **Severability:** In the event any provision of the Rules is deemed illegal, invalid or unenforceable, such provision shall be stricken to the extent of its illegality, invalidity or unenforceability and the remainder of the Rules shall be construed and enforced as if it did not contain the stricken provision.
10. **Winners List:** Winner and runner-up will be posted on the Challenge Webpage at FirstCoastVision.com.

**Sponsored By:** Regional Community Institute of Northeast Florida, Inc., 6850 Belfort Oaks Place, Jacksonville, Florida, 32216, USA.

## **SUBMISSION OF CONTENT TERMS AND CONDITIONS**

Please read these Submission of Content Terms and Conditions (the "Terms") carefully. These Terms govern your submission of Content (as defined below) to Sponsor and form a legal agreement between you and the Sponsor. By submitting Content you agree to be bound by these Terms and to any additional guidelines, restrictions, or rules that may be posted in connection with your submission of Content. All such additional posted guidelines, restrictions, or rules are hereby incorporated by reference into these Terms. The Sponsor

reserves the right to make changes to these Terms at any time without prior notice.

You also agree that Sponsor may provide all legal communications and notices to you electronically by posting them on its webpage or, at its election, by sending an e-mail to the e-mail address you provided to Sponsor when you submitted Content.

### **Use of the Image**

Images submitted for this challenge must be provided in digital formats and they may be altered or modified from their original form for use in materials related to First Coast Vision. For example, the image may be cropped so that only a portion of the original image is used, the image may be combined with one or more other images or other design elements, the image may be used as background with text or other content placed over the image, or in other ways in connection with the design, promotion, production and distribution of First Coast Vision.

### **Submission of Content.**

By submitting Content to Sponsor, you agree to not:

- a. upload, download, post, email or otherwise transmit any materials including but not limited to text, data, photos, graphics, stitch files, or any of these elements in combination as a design for products available on the First Coast Vision Webpage or otherwise ("Content") that are unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, tortious, hateful, racially, ethnically, socially, politically, legally, morally, religiously objectionable or otherwise objectionable, or invasive of another's rights including but not limited to rights of celebrity, privacy and intellectual property.
- b. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c. upload, download, post, email or otherwise transmit any Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any third party. As a guideline, you may contribute only original work that you have created yourself from original elements. This means you can't use images of celebrities or corporate products, nor images, text, or design that you've copied from a website without written permission from the owner. You cannot create a "new" image using elements from images other people have created. By uploading any Content, you represent and warrant that you have the lawful right to license, reproduce and distribute such Content and that the Content complies with all applicable federal, state and local laws, regulations and ordinances;
- d. upload, download, post, email or otherwise transmit any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- e. upload, download, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation;
- f. upload, download, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- g. upload, download, post, email or otherwise transmit false or misleading information;
- h. disrupt or interfere with the security of, or otherwise abuse, the First Coast Vision Webpage, or any services, system resources, accounts, servers, or networks connected to or accessible through the First Coast Vision Webpage or affiliated or linked websites.
- i. access, tamper with or use non-public areas of the First Coast Vision Webpage. Unauthorized individuals attempting to access these areas of the First Coast Vision Webpage may be subject to prosecution;
- j. disrupt or interfere with any other user's enjoyment of the First Coast Vision Webpage or affiliated or linked websites;
- k. frame or link to the First Coast Vision Webpage except as permitted in writing by Sponsor; or
- l. incorporate images or names that would violate a person's right of privacy or publicity.

### **Intellectual Property.**

If Sponsor elects to use your Image in connection with First Coast Vision activities, regardless of whether you are named the winner or runner-up, subject to any additional terms and conditions agreed to by you and Sponsor at the time of your submission of Content, you hereby grant to Sponsor a fully paid up, non-exclusive and perpetual license, with the right to grant sublicenses, to allow Sponsor and its employees, affiliates, and agents to copy, use, display, modify, and distribute the Images, in original or modified form, in connection with First

Coast Vision and any activities related to First Coast Vision that may take place in the future.

You represent and warrant to Sponsor that: (i) the Content and each Design embodied therein are original work; and that the Image and publication thereof, do not infringe the intellectual property rights, including copyrights, trademark and trade dress rights, or any other rights, of any third party, and (ii) in your submission of Content, you will comply with all applicable laws, rules, and regulations. You further represent and warrant to Sponsor that: (i) there are no claims, demands or any form of litigation pending, or to the best of your knowledge, threatened with respect to any of your Content or the Image embodied therein; (ii) Sponsor will not be required to make any payments to any third party in connection with its use of your Content, except for any expenses that Sponsor may incur sponsoring a contest; (iii) the use of any instructions, formulae, recommendations, or the like contained in your Content will not cause injury to any third party; and (iv) your Content does not contain viruses or any other programs or technology designed to disrupt or damage any software or hardware. To the maximum extent allowed by law, you hereby expressly waive all moral rights and any other similar rights related to the use of the Content and the Image embodied therein in connection with Sponsor Activities including, but not limited to, the following waivers:

1. You expressly waive any and all rights related to the integrity of the Image. You agree that the Image may be cropped, modified, and/or combined with other design elements or features;
2. You expressly waive any and all rights related to attribution. You agree that there is no obligation to use your name or to credit or attribute the Image to you in any way, nonetheless you grant permission to Sponsor to use your name in connection with the Image at Sponsor's sole discretion;
3. You expressly waive any and all rights related to disclosure. You agree that the Image, both in the original form and in altered or modified forms, may be displayed, produced and distributed at whatever times and places and in whatever formats are desired by Sponsor; and
4. You expressly waive any and all rights related to retraction. You agree that it is your intention that this Waiver is intended to be permanent and perpetual.

#### **Representations and Warranties.**

You represent and warrant to Sponsor: (i) that you have the full power and authority to enter into and perform under these Terms, (ii) the execution and performance of your obligations under these Terms do not constitute a breach of or conflict with any other agreement or arrangement by which you are bound, and (iii) these Terms are a legal, valid and binding obligation, enforceable in accordance with its terms and conditions.

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#### **General.**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Sponsor's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You shall not assign these Terms or any rights or obligations hereunder, by operation of law or otherwise, without prior written approval of Sponsor, and any such attempted assignment shall be void. Sponsor shall have the right to freely assign all or part of these Terms, and its rights and obligations hereunder, to any third party without requiring the consent of or notice to you. Subject to the foregoing, these Terms shall be binding upon and inure to the benefits of the parties hereto, their

