

# GLBT Cultural Center

## 2010 Logo Contest Official Rules



### Introduction

This document describes the official rules ("Official Rules") of the **GLBT Cultural Center Logo Design Contest** (the "Contest") organized by the Montrose Counseling Center, Inc. ("MCC"). The object of this contest is to design a logo for the GLBT Cultural Center. Information on how to enter and about the prizes is part of these Official Rules. To the extent of any inconsistency, these Official Rules prevail.

### Definitions

- "Entry" means a logo design created by the Entrant for this Contest.
- "Entrant" means the individual submitting an Entry under the terms of this Contest.

### Eligibility

- The Contest is open only to individuals. The Contest is not open to companies, educational institutions, organizations, etc. or to groups associated with such institutions.
- Board members and paid employees of MCC and their immediate family members are not eligible to enter the Contest.
- Entrants must be of sufficient legal age and standing to enter into a contract with MCC as required below.

### How to Enter

- There is no fee or purchase required to enter the Contest.
- Initial entries must be submitted by email to [mcc2@montrosecounselingcenter.org](mailto:mcc2@montrosecounselingcenter.org). The entries must be submitted as a scalable vector graphic in **EPS format**, and also as a **high resolution JPG**. See the Submission Guidelines below for further information. Large file attachments may be sent in separate email messages and will count as one Entry if the designs match.
- The email must include the **name, age, postal address with ZIP code, phone number and email address** of the Entrant.
- No more than 3 Entries may be submitted by any one Entrant.
- Entries must conform to the Submission Guidelines set out below. Entries which fail to do so will be rejected.
- The deadline for Entries is midnight (one minute after 23:59) on October 14th, 2010, Central Standard Time. The time for each Entry is determined by the message receipt time per MCC's email server.
- We will attempt to acknowledge all entries within one week of receipt; however, we cannot be responsible for entries or responses lost in e-mail.

### Submission Guidelines

The logo must contain the words "GLBT Cultural Center". The logo must not contain any other text besides that required above. The logo will be used online, in print, on merchandise and other visual media. Flexibility is a key requirement, including the need to resize easily and to look good both large and small, and in black and white as well as color (CMYK). The final version of the logo will need to be suitable for high quality printing. Halftones are not advised. Gradients may be used if created in a vector graphics program.

Entrants should take care to ensure that their Entries are not in any way similar to existing logos or other copyrighted images. A logo that cannot be registered as a Service Mark, no matter how well crafted, cannot win the Contest.

### Prize

Subject to the legal requirements outlined above, the winning design will be announced in the MCC e-newsletter and on MCC's Facebook fan page in November, 2010.

The winning designer will receive two (2) Southwest Airlines roundtrip "green passes" (nonrevenue must ride passes) that expire on March 1, 2011. Recipient must comply with the Southwest Airlines Contract of Carriage. Tickets issued by Southwest Airlines will bear the date of issue and the date of expiration. Expiration dates will not be extended, and tickets will not be refundable or redeemable for cash or credit at any time, nor will tickets be replaced if lost or stolen. Tickets valid on Southwest-operated, published, scheduled service only. Ticket holder must be 18 years or older and legal US resident. Tickets cannot be resold to a third party. Tickets may not be used for other promotional purposes. No substitutions are allowed.

MCC is not responsible for loss, theft, invalidation or expiration of the passes once the winning Entrant is in receipt of them. Every effort will be made to notify the winning Entrant to receive the prize package by October 31, 2010. MCC is not responsible for failure to deliver the prize package to the winning Entrant due to inaccurate contact information or failure of the Entrant to respond to notification of winning.

### Judging and Selection of Winner

- The winning design will be selected by judges appointed for the purpose and by MCC. Their decision will be final. No further correspondence shall be entered into.
- MCC reserves the right not to select a winner if, in its sole discretion, no suitable entries are received.
- MCC reserves the right to disqualify any Entrant or Entry at its sole discretion. No correspondence shall be entered into.
- The winner will be required to sign a contract assigning all ownership of the logo to MCC.
- Accepting the prize constitutes permission for MCC to make public and otherwise use winner's name, and city of residence for publicity purposes. Further personal data may be requested but is not required.

### Intellectual Property

- All submitted work must be original and not based on any pre-existing design.
- All Entries will become the sole property of MCC and may be displayed publicly, whether printed, projected or digitally rendered.

### Acceptance

Participation constitutes the Entrant's full and unconditional agreement to and acceptance of these Official Rules. By participating in the Contest, the Entrant is representing and warranting that he/she has read and understood, and agrees to be bound by, these rules. Including the guides and rules referred to herein, these Official Rules constitute the entire agreement between the Entrant and MCC in relation to the Contest. They govern the Entrant's participation and supersede any prior or other agreements between the Entrant and MCC and relating to the Contest.

### Representations and Warranties

By participating in the Contest, the Entrant warrants and represents in connection with the Entry submitted as part of his/her participation in the Contest: (a) he/she is the sole and exclusive owner of (and free of any adverse claim by any person, firm, or corporation) all intellectual property rights in and to the Entry; (b) the Entry is original and the use of the Entry as described in these Official Rules will not infringe the proprietary rights,

including without limitation the intellectual property rights, of any third party; (c) the use of the Entry, as described in these Official Rules, will be in compliance with any third-party licenses pertaining to the Entry; (d) the Entry is not obscene or libelous, and does not violate any rights of any third party, including but not limited to rights of privacy or publicity; (e) the Entry does not contain any virus, spyware, malware, trap door, worm, or any other device, mechanism or code that is injurious or damaging to software or hardware used in conjunction with the Entry; (f) the Entry and its use as described in these Official Rules will not violate any federal, provincial, state or local laws or ordinances; (g) no employer or educational or other establishment has any rights in the Entry; (h) the Entry is consistent with these Official Rules; and (i) he/she has the right to grant the license to MCC as required in these Official Rules.

## **Severability**

When any provision of these Official Rules is found to be invalid by a court of competent jurisdiction, the parties nevertheless agree that the Court should endeavor to give effect to the intentions of the parties as reflected in the provision, and that the other provisions of these Official Rules remain in full force and effect.

## **Indemnity; Disclaimer of warranties; Limitation of Liability**

By participating in the Contest, the Entrant agrees to be bound by these Official Rules, including all eligibility requirements and all decisions of MCC. By participating in the Contest, the Entrant agrees to indemnify, defend, and hold harmless MCC and its officers, agents, affiliates, contractors, contributors, subsidiaries, licensors and distributors ("MCC Entities") from any and all liability, claims, or actions of any kind, including, without limitation, property damage, personal injury, and/or death, arising out of his/her (i) breach of any representation, warranty or covenant contained in these Official Rules; or (ii) participation in the Contest; (iii) acceptance and/or use or misuse of any prize in connection with the Contest; or (iv) any third party claim relating to any rights in any design submitted.

BY PARTICIPATING IN THE CONTEST, THE ENTRANT AGREES THAT MCC ENTITIES MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE CONTEST AND/OR THE PRIZES.

By participating in the Contest, the Entrant agrees that MCC is not responsible, and will in no event be held liable, for any: (a) lost, late, illegible, misdirected, damaged, incomplete, corrupted or garbled entries; (b) telephone, computer, or network malfunction or error; (c) communication disruption or other disruptions related to Internet traffic, virus, bug, worm, or non-authorized intervention; or (d) damage caused by a computer virus or otherwise resulting to any computer from the submission of entries. If such malfunction, error, disruption, or damage occurs or impairs the administration, security, fairness, or integrity of the Contest, MCC may, in its sole discretion, suspend, modify or terminate the Contest by posting a notice at <http://www.glbtccenter.org>. If the Contest is terminated before the scheduled end of the Contest Period, MCC will determine the winner from all eligible entries received as of the termination date. Persons found tampering with or abusing any aspect of the Contest, or whom MCC believes to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified. MCC reserves the right to disqualify any unauthorized entries, including, without limitation, multiple entries from the same person, or any entries made through robotic, automatic, mechanical, programmed or similar multiple-entry, or entry duplication, method and to disqualify any person or entity using such a method.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND ONLY TO THE MAXIMUM EXTENT PERMISSIBLE BY THE APPLICABLE LAW, BY PARTICIPATING IN THE CONTEST, THE ENTRANT AGREES THAT IN NO EVENT WILL MCC OR ANY MCC ENTITY BE LIABLE TO ENTRANTS OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM, RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN, EVEN IF MCC OR A MCC ENTITY WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALSO

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BY PARTICIPATING IN THE CONTEST, THE ENTRANT FURTHER AGREES THAT IN NO EVENT WILL THE LIABILITY OF MCC OR ANY MCC ENTITY RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED THE GREATER OF US\$1,000 OR ANY OTHER AMOUNTS PAID BY THE ENTRANT TO ENTER INTO THE CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE ENTRANT. IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE ENTRANT AGREES THAT, BY ENTERING THE CONTEST, (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OR ACTION ARISING OUT OF OR IN CONNECTION WITH THE CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (II) ANY CLAIMS, JUDGEMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE CONTEST, BUT IN NO EVENT ATTORNEY'S FEES.

For the avoidance of doubt, to the extent that US law applies, nothing in these Official Rules shall limit or exclude either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.

## **Interpretation; Governing Law; Jurisdiction**

**Interpretation.** In the case of any dispute about the interpretation of the Rules, MCC's decision as to the interpretation shall be final and Entrant shall be bound by MCC's decision.

**Governing Law.** The interpretation and enforcement of these Official Rules will be governed by the laws of the State of Texas, USA, except to the extent required to be governed by the local law in the place of residence of an Entrant. The Contest is subject to all applicable, as the case may be, national, federal, provincial, state and local laws. The Entrant and MCC agree to the extent permitted by law to submit all disputes arising out of or relating to these Official Rules or the Contest to, and hereby waive any objection to the exclusive jurisdiction and venue of, the state and federal courts located in Harris County, Texas. If necessary any provision of these Official Rules which is found to be invalid by a court of competent jurisdiction shall be deemed to be struck out from these Official Rules.

**Consideration.** The Entrant agrees that the ability to participate in the Contest and to compete for the prizes offered in connection with the Contest constitute, where required, sufficient consideration for the Entrant's obligations under these Official Rules.

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**Montrose Counseling Center, Inc.**

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