

## Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MUST BE 18 OR OLDER TO ENTER.

**THE CONTEST:** Entrants in the “Walk to End HIV T-Shirt Design Contest” (“Contest”) should submit artwork to be considered for a t-shirt, based on approved and trademarked artwork and language provided here within the Official Rules.

**SPONSOR:** CrescentCare (“Sponsor”) is the sponsor and administrator of the Contest and is responsible for the fulfillment of the prizes. Entrants should send any questions, comments or problems related to the Contest solely to Sponsor at 2601 Tulane Ave #500, New Orleans, LA 70119 (“Sponsor Address”).

**ELIGIBILITY:** Contest is open only to residents of the 50 United States and the District of Columbia, who are 18 years of age or older as of the date of entry. Officers, directors and employees of Sponsor are eligible to participate. All federal, state, and local laws and regulations apply.

**CONTEST PERIOD:** The Contest runs from August 1, 2018 at 12:01 am EST and ends August 24, 2018 at 11:59 pm EST (“Contest Period”). One submission will be selected as the winner.

**GUIDELINES:** Your design should be inspired by the 29<sup>th</sup> Annual Walk to End HIV. Each entry must be at least 4200 x 4800 pixels, 3000 dpi in size. Designs can be up to three (3) colors but must be on a transparent background. All submissions must be in PNG format. Any other file format will not be accepted. Design will be printed on heather grey and/or teal unisex t-shirts.

**HOW TO ENTER:** During the Contest Period, contestants may submit entries to [chris.leonard@crescentcare.org](mailto:chris.leonard@crescentcare.org) with the subject line: “Shirt Design Contest”. By entering, contestants warrant that each submission is their own original creation and that no entry infringes on another contestant or person’s rights. Any use of any photo, drawing, images or elements created by any other person is strictly prohibited and will result in disqualification. Logos or trademarks may not be used. Designs that are considered offensive or defamatory or in violation of any person’s right to privacy or other personal rights are not welcome. Entries that are incomplete, illegible or corrupted are void and will not be accepted. Entries may not include: (a) profanity, nudity or material deemed inappropriate or offensive to the judges; (b) false or defamatory statements about any person or any third party; (c) third party trademarks which suggest affiliation with any trademark owner without permission of such owner or that dilute the value of any trademark; (d) obscene, indecent, violent, sexually explicit, abusive, discriminatory, racially inflammatory or other morally or legally objectionable depictions of material, in the opinion of the judges or the Sponsor. If an entry includes any of the prohibited elements listed above, the entry will be disqualified, along with the contestant who submitted it. Entry should be appropriate to the Walk to End HIV brand image. Sponsor reserves the right to modify or reject any entry, in its sole and absolute discretion, that does not meet the above criteria. Once submitted, an entry cannot be modified. BY SUBMITTING AN ENTRY, CONTESTANT ACKNOWLEDGES THAT HIS/HER/THEIR ENTRY MAY BE POSTED ON SPONSOR’S WEBSITE AND EDITED AT SPONSOR’S SOLE DISCRETION.

**OWNERSHIP:** CrescentCare has EXCLUSIVE rights to reproduce and use. Entries become the property of CrescentCare and none will be returned or acknowledged except as provided herein. Submission of an entry grants Sponsor and its agents an unlimited, worldwide, perpetual, royalty-free license and right to

publish, use, edit, adapt, modify and/or publicly perform the entry in any way, in commerce and in any and all media worldwide now known or hereinafter developed, without limitation and without notice or consideration of the contestant. By submitting an entry, each contestant in the Contest further agrees that his/her/their entry constitutes an assignment of all rights, including but not limited to intellectual property rights, and title in and to such entry and the photograph therein to Sponsor. Sponsor may require contestants to execute documents to confirm this transfer of rights. Failure to do so may result in disqualification. Upon submission, contestants agree to forfeit any ownership and are prohibited from the independent reproduction or sale of any images for one (1) calendar year from the date of submission. By virtue of a non-exclusive, worldwide, royalty-free, perpetual license for the designs granted by all finalists chosen prior to the voting process, Sponsor shall have the right to edit, adapt, print (as on apparel) and publish any or all of the designs deemed finalists, and may use them in any media and/or the promotion of the Walk to End HIV without compensation to the contestant, his/her/their successors or assigns, or any other entity. Sponsor maintains the rights to receive all proceeds from the sale of any merchandise using the submitted artwork, without fee or other form of compensation due at any time to the contestant. Designs will be credited to the contestant on Sponsor's website and in all promotions relevant to that design. In the event that ownership of any design submitted is challenged in any manner by any person, Sponsor may disqualify that design and discontinue use. In the event a design is challenged in any way, the contestant assumes all liability.

**PRIZE:** One (1) winner will be selected and awarded. No prize substitution is permitted unless at Sponsor's sole discretion. A prize will be awarded provided a sufficient number of eligible entries are received. The prize is not transferable. All taxes are the winner's responsibility.

**WINNER SELECTION:** All entries will be judged by a panel of judges comprised of creative professionals based on the following criteria: a.) originality (25%); b.) creativity of activity (50%); and c.) appropriateness to contest theme of "Walk to End HIV" (25%). In the event of a tie, an additional judge will be added to the panel. Decisions of the judges shall be final in all matters related to this Contest. Non-winning entries may still be used on merchandise and/or marketing.

**WINNER VALIDATION:** The winner will be notified by e-mail and required to complete an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit") that must be returned via email or mail within four (4) days of the date and time of notification or prize will be forfeited and a runner-up will be determined. A contestant is not a certified winner until his/her/their eligibility is verified and he/she/they receive official notification from the judging organization.

**GENERAL TERMS:** By participating in the Contest, contestants warrant and represent that none of the material submitted or posted infringes upon or otherwise violates the copyright, trademark, privacy, publicity or other intellectual or proprietary rights of any person or entity and that they have fully complied with the Official Rules. Prize acceptance constitutes permission (except where prohibited) to use winner's name, likeness and entry (in whole or in part) for publicity purposes in all forms of media including the worldwide Internet without additional compensation, notification or permission. CONTESTANTS AGREE TO BE BOUND BY THE OFFICIAL RULES AND THE DECISIONS OF THE JUDGES AND TO RELEASE AND HOLD HARMLESS SPONSOR, ITS RELATED COMPANIES, DISTRIBUTORS AND RETAILERS OF CRESCENTCARE PRODUCTS, AFFILIATES, ADVERTISING, PROMOTION, JUDGING AGENCIES, DIRECTORS, OFFICERS, PRIZE SUPPLIERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF

OR IN CONNECTION WITH PARTICIPATION IN THE CONTEST, OR THE DOWNLOADING, ACCESSING OR SUBMISSION OF ENTRY MATERIALS. By participating in the Contest, contestants agree that Sponsor shall have the right to use all personal information provided to Sponsor. Participants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Sponsor, distributors and retailers of Pride products, affiliates, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause of thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of a prize in the Contest, or their participation in the Contest, or their participation in any Contest or prize related activity, or any travel related to the Contest, or any travel for any prize related activity. Sponsor and its agents are not responsible for lost, late, misdirected, damaged, incomplete or illegible entries or Internet technical, hardware, software, telephone, or transmission failures of any kind, which may limit a person's ability to enter the Contest. Sponsor and its agents are not responsible for any injury or damage to contestants' or any other person's computer related to or resulting from entering or downloading any materials in the Contest. Sponsor reserves the right to cancel or suspend the Contest on the Internet should a computer virus, unauthorized intervention or other cause corrupt the integrity or proper conduct of the promotion. Sponsor reserves the right to disqualify any contestant found to be disrupting the operation of the Contest or its web site. If the integrity of the Internet portion of the Contest is compromised in any manner, Sponsor reserves the right to modify Contest and judge winners from valid entries received that are unaffected by the problem. In the event of a dispute as to the identity of any online contestant, contestant will be deemed the individual named on the online entry form.

**LIMITATIONS OF LIABILITY:** Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. Sponsor assumes no responsibility for any misdirected or lost submissions, or any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any web-site or combination thereof, including injury or damage to contestants' or to any other person's computer related to or resulting from participating or downloading materials in the Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest.

**WINNERS' LIST & OFFICIAL RULES:** To obtain a printed copy of the name of the winner or a copy of the Official Rules by mail, contestants may send their request and a self-addressed, stamped, #10 envelope to: CrescentCare, 2601 Tulane Ave #500, New Orleans, LA 70119, Attn: Chris Leonard - T-Shirt Design Contest. Requests must be received no later than September 7, 2018.

**TAX INFORMATION:** All federal, state, local, and other taxes on prizes are the sole responsibility of the winner.