



OFFICE OF THE ELECTORAL BOARD GENERAL REGISTRAR

 *City of Fairfax*
Commission on the Arts



Sticker Design Contest: Official Rules

By submitting an entry, you agree to be bound by the following “Official Rules” of the contest:

Who is Eligible?

Students who:

1. Reside in the City of Fairfax
2. Attend public or private school in the City of Fairfax
3. Reside and are home schooled within the City of Fairfax

How to Enter

The contest will begin on **February 21, 2020**. To enter, you must submit (i) your original artwork, (ii) an Entry Form, and (iii) a signature of consent by a parent or a legal guardian must be present on the Entry Form. Forms and artwork can be submitted via website, mail or in-person to:

Election Sticker Project Suite 123
10455 Armstrong Drive
Fairfax VA 22030

All forms or artwork must be received on or before **May 15, 2020**. Late entries will not be accepted. No entry fee is required to participate in the contest.

Design Requirements

- The artwork must be able to fit on a circular sticker that is 2-inches in diameter. To guarantee print quality, please submit the original artwork. You can submit a vector file or a high resolution JPEG file with a minimum resolution of 300 dpi as an electronic supplement to the original artwork. The original artwork will not be returned.
- The artwork must include the phrase “I Voted” or “Future Voter”, as is appropriate for each contest. The art work must contain the theme of voting and reference the City of Fairfax by words or images.
- The artwork may NOT contain words or images that are obscene, inappropriate, or defamatory, according to the judgement of the judges.
- The artwork may NOT contain any words, symbols, or images that are partisan in nature to any political party, ideological thought, etc.
- Words or images for the “I Voted” sticker may, but are not required to, reference the year 2020 and/or specifically the presidential election.

Juried Contest

The entries received by May 15, 2020 will be evaluated by members of the City of Fairfax Commission on the Arts, Election Board and City of Fairfax School Board. The entries will be evaluated biased on creativity and following of the above design requirements. The top three in both “I Voted” and “Future Voter” sticker categories will go on to the Public Voting phase.

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Public Voting

The public voting period will begin on July 4, 2020 and will end on August 1, 2020. Finalists are encouraged to tell family and friends about the contest and ask them to participate in voting. Members of the general public may vote for the sticker(s) of their choice amongst the selected finalists in each contest. The design that receives the most votes in each contest during the voting period will be the winner(s) of the contest. Activity deemed by the judges to be fraudulent, unfair, or unethical is not permitted and may result in the removal of a design entry or disqualification of a contestant.

Representations and Warranties

By submitting an entry, you agree that your entry:

- is your original artwork;
- does not infringe or violate the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity;
- does not contain malicious code, such as viruses, worms, or other harmful programs;
- does not and will not violate any law, statute, ordinance, rule, or regulation;
- does not feature the likeness of private individuals without the individuals' explicit written permission for its use; and,
- does not trigger any reporting or royalty obligation to any third party.

You also agree that the rights that you are granting under these Official Rules do not conflict with any other agreement to which you are a party or have entered into, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

Winners and Finalists

- I. All potential winners and finalists are subject to verification by the City of Fairfax Office of Elections and the Commission on the Arts. All potential winners and finalists for each contest will be notified using the contact information provided on the Entry Form. If a potential winner cannot be verified nor contacted, the finalists of that contest with the next highest public vote counts, who can be verified and contacted, will be deemed the winner. Please keep your contact information updated.
- II. The winning artwork for the "I Voted" sticker contest will be used the City of Fairfax Office of Elections as the official sticker for the November 3, 2020, Presidential Election. The winning artwork for the "Future Voter" sticker contest will be distributed by the City of Fairfax Office of Elections to minors during the November 3, 2020, Presidential Elections and subsequent elections.
- III. The winning artwork for both categories will be featured on the City of Fairfax Office of Elections' website, and may appear on media outlets such as television, radio, newspaper, and their respective social media platforms as well.

Ownership of Entries

The City of Fairfax does not claim ownership to the contest entries. By completing the Entry Form and submitting the artwork, you are acknowledging that you have read and agree to these Official Rules and to release of liability. In addition, you agree to grant the City of Fairfax a non-exclusive, fully paid-up, and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly displace, reproduce and translate your design entry, including without limitation the right to distribute all or part of your design entry in any media or social media formats and channels in perpetuity. By submitting a design entry, you agree and consent to the use of your design, name, school name, and photograph by the City of Fairfax, its

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affiliates, subsidiaries, parents, and licensees in connection with the contest and related marketing activities, in any media format or channels now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked.

Other Terms and Conditions

Entry Conditions and Release:

By entering a contest, each contestant agrees to:

- a) comply with and be bound by these Official Rules and the decisions of the judges which are binding and final in all matters relating to the contest;
- b) release and hold harmless the City of Fairfax, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the contest, and all of their respective past and present officers, directors, employees, agents, and representatives ("Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a contestant's entry, creation of an entry or submission of an entry, participation in the contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of entry; and,
- c) indemnify, defend and hold harmless the City of Fairfax from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to a contestant's participation in the contest and/or contestant's acceptance, use or misuse of prize.

Publicity:

Except where prohibited, participation in the contests constitutes finalists' and the winners' consent to the City of Fairfax's and its agents' use of the finalists' and winners' names for promotional purposes in any media, worldwide, without payment or consideration.

General Condition:

The City of Fairfax reserves the right to cancel, suspend and/or modify the contests, or any part of them, including the dates of the contests for any reason whatsoever in its sole discretion. The City of Fairfax reserves the right in its sole discretion to disqualify any individual or competitor it finds to have tampered with the entry process or the operation of the contests or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the contest may be a violation of criminal and civil law, and should such an attempt be made, the City of Fairfax reserves the right to seek damages from any such person to the fullest extent permitted by law. The City of Fairfax's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The City of Fairfax is not responsible for, nor is the City of Fairfax or judges required to count incomplete, late, misdirected, damaged, unlawful or illicit votes, including those secured through payment, votes achieved through automated means, as well as those lost for technical reasons or otherwise.

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Limitations of Liability:

The City of Fairfax, judges, and other released individuals/entities are not responsible for:

- a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the contest;
- b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software;
- c) unauthorized human intervention in any part of the entry process or the contests;
- d) technical or human error which may occur in the administration of the contests or receipt or use of any prize. If for any reason an entrant's submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the entrant's sole remedy, if such is discovered prior to May 15, 2020, is to provide another submission. If such is discovered on or after May 15, 2020, the entrant waives and will have no recourse or remedy available.

Disputes:

Entrant agrees that:

- a) any and all disputes, claims and causes of action arising out of or connected with the contests, or any prizes awarded, other than those concerning the administration of the contests or the determination of the winners, shall be resolved individually, without resort to and with waiver as to any form of class action;
- b) any and all disputes, claims and causes of action arising out of or connected with this contest, or any prizes awarded, shall be resolved exclusive by the City of Fairfax Office of Elections and the Commission on the Arts;
- c) any and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and the City of Fairfax in connection with the contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules or legal analysis, which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia;
- d) under no circumstances will an entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, consequential damages, any other damages, and any and all rights to have damages multiplied or otherwise increased.

Disclaimer: This contest is void where prohibited by law.

**City of Fairfax Official of Elections in partnership with the Commission on the Arts
10455 Armstrong Street Suite 300
Fairfax, VA 22030**

Direct any and all questions to:
Megan DuBois, Cultural Arts Manager
703-273-6097, megan.dubois@fairfaxva.gov

10455 Armstrong Street. • Fairfax, Virginia 22030 • Telephone: (703) 273-6097