

Oktoberfest Ladysmith Logo Contest Official Rules

INTRODUCTION

This document describes the official rules (“Official Rules”) of the Oktoberfest Ladysmith Logo Design Contest organized by Oktoberfest Ladysmith. The object of this contest is to design a new logo for Oktoberfest Ladysmith, which holds the largest annual Oktoberfest celebration in Quebec. 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.

The current logo:



ABOUT LADYSMITH OKTOBERFEST

Ladysmith Oktoberfest is an incorporated organization. It's aim and objective is to organize and administer an annual ethnic and socio-cultural celebration related activities. This celebration is held the weekend prior to the Canadian Thanksgiving weekend in Ladysmith (Thorne), Quebec.

DEFINITIONS

“Entry” means a logo design created by the Entrant for this Contest.

“Entrant” means the individual that offers the Entry under the terms of this Contest.

ELIGIBILITY

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

HOW TO ENTER

1. Initial entries must be submitted by email to ladysmithoktoberfest@gmail.com. The entries must be submitted as a scalable vector graphic in EPS format, and also as a JPG. See the Submission Guidelines below for further information.
2. The email must include the name, age, postal address, phone number and email address of the Entrant.
3. No more than 3 Entries may be submitted by any one Entrant.
4. Entries must conform to the Submission Guidelines set out below. Entries which fail to do so will be rejected.
5. The deadline for Entries is midnight (one minute after 2359) on July 15, 2017, Eastern Time.
6. We will attempt to acknowledge all entries within two weeks of receipt; however, we cannot be responsible for entries or responses lost in e-mail.
7. There is no fee to enter the Contest.

SUBMISSION GUIDELINES

The purpose of the contest is to design a logo for the Ladysmith Oktoberfest. The logo will be used online, in print, on merchandise and to create “winner” stickers that can be placed on our website and social media platforms, etc.

Flexibility is a key requirement, including the need to resize easily and to look good in black and white as well as color. The final version of the logo will need to be suitable for high quality printing.

The logo also needs to look good at relatively small sizes, for use as a Favicon.

Entrants should take care to ensure that their Entries are not in any way similar to existing logos or other copyrighted images

The logo must contain the words “Ladysmith Oktoberfest”. This image should not be photographic (see below for information on graphic formats).

A variant of the logo using the same basic design but with the addition of the word “winner” is also required.

The logo must not contain any other text besides that required above.

Due to the requirements for high quality printing and re-sizing Entries must be submitted in scalable vector graphic format (EPS). We advise against the use of halftones and gradients unless created inside a vector graphics program. Color in this version must be CMYK, no spot colors.

JPGs 1000 pixels square of the logo and “winner” variant are also requested so that entries can be posted to Ladysmith Oktoberfest web sites and social media platforms without the need for conversion.

The limit on attachment sizes for our email is 20 Mb. If your submission exceeds this size, even after compression, please send the images individually and note clearly in your emails that you are doing so.

PRIZES

Subject to the legal requirements outlined above, the winning design will be announced at the Ladysmith Oktoberfest Opening Ceremonies in Ladysmith (Thorne), Quebec on Friday, September 29th, 2017. Every effort will be made to inform the winner in time for him or her to attend, but Ladysmith Oktoberfest is unable to pay for travel and accommodations.

The winning designer will receive:

1. A \$50 cash prize.
2. A sweatshirt with the logo design on it
3. Two complimentary weekend passes to Ladysmith Oktoberfest 2017. *(Not redeemable for cash)*
4. The right to use the basic logo and identify him/herself as the logo designer.

JUDGING AND SELECTION OF WINNER

1. The winning design will be selected by the Ladysmith Oktoberfest board of directors. Their decision will be final. No further correspondence shall be entered into.
2. Ladysmith Oktoberfest reserves the right not to select a winner if, in its sole discretion, no suitable entries are received.
3. Ladysmith Oktoberfest reserves the right to disqualify any Entrant or Entry at its sole discretion. No correspondence shall be entered into.
4. The winner will be required to sign a contract assigning all ownership of the logo to Ladysmith Oktoberfest.
5. Accepting the prize constitutes permission for Ladysmith Oktoberfest to make public and otherwise use winner's name, and country of residence for publicity purposes. Further personal data may be requested but is not required.
6. The winner will be informed by September 15th, 2017.

INTELLECTUAL PROPERTY

1. All submitted work must be original and not based on any pre-existing design.
2. All Entries will become the sole property of Ladysmith Oktoberfest and may will displayed publicly on Ladysmith Oktoberfest web sites, social media platforms and promotional materials.
3. The Entrant agrees to transfer all right and title to the Entry to Ladysmith Oktoberfest in accordance with the Official Rules of this Contest.

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 Ladysmith Oktoberfest in relation to the Contest. They govern the Entrant's participation and supersede any prior or other agreements between the Entrant and Ladysmith Oktoberfest and relating to the Contest.

LEGAL DISCLAIMER

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 Ladysmith Oktoberfest 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 Ladysmith Oktoberfest. By participating in the Contest, the Entrant agrees to indemnify, defend, and hold harmless Ladysmith Oktoberfest and its officers, agents, affiliates, contractors, contributors, subsidiaries, licensors and distributors ("Ladysmith Oktoberfest 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 LADYSMITH 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 Ladysmith Oktoberfest 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, Ladysmith Oktoberfest may, in its sole discretion, suspend, modify or terminate the Contest by posting a notice at www.ladysmithoktoberfest.ca. If the Contest is terminated before the scheduled end of the Contest Period, Ladysmith Oktoberfest 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 Ladysmith Oktoberfest believes to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified. Ladysmith Oktoberfest 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 LADYSMITH OKTOBERFEST OR ANY LADYSMITH OKTOBERFEST 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 A LADYSMITH OKTOBERFEST 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 LADYSMITH OKTOBERFEST OR ANY LADYSMITH OKTOBERFEST 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 Canadian 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, Ladysmith Oktoberfest's decision as to the interpretation shall be final and Entrant shall be bound by Ladysmith Oktoberfest's decision.

Governing Law. The interpretation and enforcement of these Official Rules will be governed by the laws of the Province of Quebec, 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 Ladysmith Oktoberfest 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 provincial and federal courts located in Gatineau, Quebec. Subject to Section 5 above, 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.