

2019 “Friends of the Library” Tote Bag Design Contest Entry Form

Theme: Reading and/or Friendship

Date Range for Submissions: Oct 7 – 28th, 2019

Age Range for Contestants: 5 – 10 years old

Guidelines:

- Design must incorporate the theme of reading and/or friendship.
- Design must be done in black ink.
- Design must be done on white 8.5 by 11 inch paper.

Entry forms are available at the front desk or on Facebook. Contestants can submit their design(s) at the front desk and may submit more than one design. The winner’s design goes on the Friends of the Library tote bags. The winner will receive a \$25 Walmart gift card and a tote bag with his or her design on it. The winner will be chosen by the Friends of the Dalton-Whitfield County Public Library.

Child’s First and Last Name: _____

Child’s Age: _____

Title of Design: _____

Parent’s First and Last Name: _____

Phone Number: _____

Please read the 2019 “Friends of the Library” Tote Bag Design Contest OFFICIAL RULES on the following pages and sign and date at the end.

2019 “Friends of the Library” Tote Bag Design Contest

OFFICIAL RULES

1. INTRODUCTION

This document describes the official rules (“Rules”) of the “Friends of the Library Tote Bag Design Contest” organized by the Dalton-Whitfield-County Public Library and the Friends of the Dalton-Whitfield-County Public Library, (the “Contest”). The object of this contest is to further the Libraries mission to work together, foster community, and support the pursuit of lifelong learning and creativity by giving artists a platform to showcase their point-of-view by designing an innovative and unique image incorporating the theme of reading and/or friendship. The winning design will be produced as a limited run on bags for the Friends of the Library. Information on how to enter and prizes forms part of these Rules. To the extent of any inconsistency, these Rules prevail.

2. DEFINITIONS

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

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

“Sponsor” means the Dalton-Whitfield County Public Library and Friends of the Dalton-Whitfield County Public Library, located at 310 Capps Street, Dalton GA 30720.

3. ACCEPTANCE

Participation constitutes the Entrant’s full and unconditional agreement to and acceptance of these 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 Rules constitute the entire agreement between the Entrant and the Sponsor in relation to the Contest. They govern the Entrant’s participation and supersede any prior or other agreements between the Entrant and the Sponsor and relating to the Contest.

4. ELIGIBILITY

The Contest is open to everyone, 5 to 10 years of age at time of entry. Entrants will be required to submit a signed parental consent form in order to collect any prizes won. Employees and contractors of the Dalton-Whitfield County Public Library and members of the Friends of the Dalton-Whitfield County Public Library and their respective parent companies, subsidiaries, affiliates, suppliers, advertising agencies, and families, and persons living in the same household as such employees or contractors, are not eligible to participate. This Contest is governed by the laws of the State of Georgia, United States. The Contest is subject to all applicable, as the case may be, national, federal, provincial, state and local laws.

5. SEVERABILITY

When any provision of these 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 Rules remain in full force and effect.

6. CONTEST PERIOD

The Contest begins at 12:01 PM Eastern Standard Time (EST) on Monday October 7, 2019 and ends 6 :59 PM EST on Monday October 28, 2019. Sponsor may in its sole discretion cancel or postpone the Contest.

7. HOW TO ENTER

To enter the Contest, the Entrant must go to the Dalton-Whitfield County Public Library to pick up the information or <https://www.facebook.com/DaltonWhitfieldLibrary/> follow the instructions on that page. There is no fee to enter the Contest.

Entries must be submitted at the Dalton-Whitfield County Public Library by 6:59 PM EST on Monday October 28, 2019.

8. SUBMISSION CRITERIA

Entrant may submit more than one unique design. All Entries must meet specific design criteria to be accepted into the contest :(a) designs must be done in black ink. (b) designs must be done on white paper size 8.5 by 11 inches. (c) make sure your contact information submitted along with your Entry is active and valid as this is the only means of contacting the winner.

9. PRIZES

There will be one (1) Grand Prize winner.

The Grand Prize winner will receive (i) recognition for designing the Friends of the Library Tote Bag featured in a limited edition run; and (ii) a \$25 Walmart gift card; and (iii) one (1) Tote Bag with their design printed on it.

The prizes are non-transferable and no substitution by winner or cash equivalent is permitted. The Sponsor may substitute prize for one of equal or greater value at its sole discretion. Only one prize will be awarded to an Entrant. Please note that if the winner is a group of individuals, then the group will share the above-stated prize. A prize will not be given to each member of the group. The winner will be responsible for all federal, provisional, state, local and other applicable taxes relating to the prize.

10. JUDGING AND SELECTION OF WINNER

First Round Judging. All Entries will be judged and scored by the Friends of the Dalton-Whitfield County Public Library. The judging panel will select the winning design based on the following judging criteria: (a) Concept/Originality/Creativity; (b) Relevance to Contest theme; (c) Completeness of design; (d) Visibility; (e) Legality and Feasibility. Sponsor will contact the Winner (via the phone number used to submit Entry).

The decisions of the judging panel are final on all matters relating to the Contest and no correspondence will be entered into regarding the judging panel's decision.

11. REPRESENTATIONS AND WARRANTIES

By participating in the Contest, the Entrant warrants and represents, and if you are entering as a group each person within the group represents and warrants, 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 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 Rules, will be in compliance with any third-party licenses pertaining to the Entry; (d) the Entry is not obscene or libelous, does not contain defamatory or derogatory remarks, 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 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 Rules; and (i) he/she has the right to grant the license to Sponsor and its designees in Section 1 below.

12. INTELLECTUAL PROPERTY

Any submission idea, documentation, image, or picture entered in this Contest shall remain the exclusive property of Entrant agrees that Sponsor shall have the perpetual, worldwide, irrevocable right to edit, publish and use these materials in any way and in any and all media now or hereafter known for trade, advertising, promotional and/or other purposes as Sponsor may determine in its sole discretion without further consideration to Entrant or winner. The Entrant agrees to assign all rights, title and interest in to the submission, including copyright, to Sponsor and waives his/her moral rights in the submission.

Be aware that your Entry may not be acknowledged and will not be received or held "in confidence" and your Entry does not create a confidential, fiduciary or other special relationship between Entrant (and those who may appear on his/her Entry) and Sponsor

or any of its respective affiliates or any of their respective licensees, successors or assigns or place Sponsor or any of its respective affiliates, licensees, successors or assigns in a position that is any different from the position held by members of the general public with regard to elements of your Entry. By submitting Entry, Entrant acknowledges and agrees that Sponsor or any of its respective affiliates or any of their respective licensees, successors or assigns may create their own materials and/or obtain many Entries under this Contest Site and that such Entry may be similar or identical in theme, idea, plot, format or other respects to your Entry and you waive any and all claims you may have had, may have, and/or may have in the future that any other Entry accepted, reviewed and/or used by the Contest Site or Sponsor, any of its respective affiliates or any of their respective licensees, successors or assigns may be similar to your Entry. Entrant acknowledges and agrees that neither Sponsor nor any of its licensees, successors or assigns has now, or shall have in the future, any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of any copyright in and to your Entry, and that Sponsor, and its respective licensees, successors or assigns are not responsible for the loss, deletion, failure to store or misdelivery of any Entry submitted to or transmitted through the Contest Site.

13. AUTHORIZATION TO USE WINNER'S NAME

Accepting the prize constitutes permission for the Sponsor to make public and otherwise use winner's name, voice, picture, likeness, opinions, biographical information, city and country of residence, and submitted work without further compensation in any media now known or hereafter developed for promotional and/or publicity purposes, unless prohibited by law. Each winner also agrees to participate in and cooperate with any promotional activity and/or publicity relating to the contest as the Sponsor shall reasonably request from time to time.

14. INDEMNITY; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

By participating in the Contest, the Entrant agrees to be bound by these Rules, including all eligibility requirements and all decisions of the Sponsor. By participating in the Contest, the Entrant agrees to indemnify, defend, and hold harmless the Sponsor and its officers, directors, employees, agents, affiliates, contractors, contributors, subsidiaries, licensors, distributors, and parent (collectively, "Released Parties") from any and all liability, claims, losses, costs and expenses (including attorneys' fees) 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 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 THE SPONSOR 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 the Sponsor and Released Parties are 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 Entrant's participation in, or accessing or downloading or uploading information in connection with this promotion. If such malfunction, error, disruption, or damage occurs or impairs the administration, security, fairness, or integrity of the Contest, the Sponsor may, in its sole discretion, suspend, modify or terminate the Contest by posting a notice on the Contest Site. If the Contest is terminated before the scheduled end of the Contest Period, the Sponsor will determine the winner from all eligible entries received as of the termination date. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Persons found tampering with or abusing any aspect of the Contest, or whom the Sponsor believes to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified. The Sponsor reserves the right to disqualify any unauthorized entries, including, without limitation, 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 THE SPONSOR OR ANY RELEASED PARTY 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 THE SPONSOR OR A RELEASED PARTY 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 THE SPONSOR OR ANY RELEASED PARTY 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 English law applies, nothing in these 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.

15. PRIVACY

Except as otherwise stated herein or as otherwise agreed by the Entrant and the Sponsor, the information communicated by the Entrant in connection with Entry to the Contest will be used for the purposes relating to this Contest, and will not be communicated to third-parties without prior permission.

18. INTERPRETATION, GOVERNING LAW; JURISDICTION

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

Governing Law. The interpretation and enforcement of these Rules will be governed by the laws of the State of Georgia, USA. The Entrant and the Sponsor agree to the extent permitted by law to submit all disputes arising out of or relating to these Rules or the Contest to, and hereby waive any objection to the exclusive jurisdiction and venue of, the state and federal courts located in Whitfield County, Georgia. Subject to Section 5 above, if necessary any provision of these Rules that is found to be invalid by a court of competent jurisdiction shall be deemed to be struck out from these Rules.

18. 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 Rules.

Parent's signature: _____

Date: _____