



North Carolina Association of Broadcasters

## **NCAB Logo Design Contest Official Rules**

This document describes the official rules (“Official Rules”) of the North Carolina Association of Broadcasters (“NCAB” or “Sponsor”) Logo Design Contest (“Contest”). The object of this contest is for the North Carolina Association of Broadcasters to select a new logo. Any ambiguity in these Official Rules will be resolved by Sponsor in its sole discretion.

NO PURCHASE NECESSARY TO WIN. Void where prohibited or restricted by law. Contest is subject to all applicable federal, state, and local regulations.

### **Eligibility**

Entries in the NCAB Logo Design Contest may be submitted only by legal U.S. residents 18 years or older at the time of submission who are (1) employees of members or associate members of the NCAB in good standing, or (2) enrolled in good standing at a college or university located in North Carolina. Proof of age, identity, and eligibility must be furnished to Sponsor upon request. All entry information must be complete and accurate according to the guidelines set out below. Sponsor will not award a prize to anyone not meeting eligibility requirements at the time of entry. Sponsor reserves the right to disqualify any entrant if these Official Rules are not followed. As described below, entrants must have access to the Internet and a valid email address in order to submit an entry and participate in the Contest.

### **How to Enter**

1. The Contest entry period begins on February 15, 2013, and ends at 11:59 p.m. on April 15, 2013 (“Entry Period”). All times in these Official Rules refer to Eastern Time. Determinations relating to the timely submission of an entry will be based on Sponsor’s clock.
2. “Entry” means a logo design created by the entrant for this Contest. All Entries must be submitted by email to [info@ncbroadcast.com](mailto:info@ncbroadcast.com) during the Entry Period. Entry emails should indicate, in the subject line, that they are intended to be entries in the NCAB Logo Contest. 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.
3. The email must include the entrant’s name, the name of the entrant’s employer (which must be an NCAB member or associate member in good standing) or college or university, postal address, phone number and email address identifying the Entrant. “Entrant” means the individual that offers the Entry under the Official Rules of this Contest.

4. No more than three (3) Entries may be submitted by any Entrant. Entries beyond the first three will be void.
5. No personally identifiable information for any persons under the age of 18 may be included in the submission of any Entry.
6. Entries must conform to the Submission Guidelines and Intellectual Property Guidelines set out below. Entries which fail to do so will not be considered.
7. Sponsor will attempt to acknowledge entries within one week of receipt; however, Sponsor does not guarantee that it will verify receipt of Entries. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable, undelivered, caught in a spam filter, or delayed. Entries generated by any automated means and detected as such are void.
8. Sponsor reserves the right to remove or disqualify any Entry that infringes or appears, in Sponsor's sole discretion, to infringe another party's intellectual property rights, or is lewd or indecent, or that contains expressions of hate, malice, racism, misogyny, or is otherwise offensive, distasteful, or inappropriate in Sponsor's sole discretion.
9. You may not submit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or website.
10. There is no fee to enter the Contest. No purchase necessary. Making a purchase will not increase your chances of winning.
11. All Entries are/become property of NCAB.

## **Intellectual Property Guidelines**

All Entries are subject to the following intellectual property criteria:

1. All Entries must be original and not based on any pre-existing design and may not infringe upon any patent, trademark, copyright, trade secret, or other right of any third party. You warrant that you have all rights to transmit and, to the extent necessary, transfer all rights in and to all material submitted. Sponsor reserves the right to remove or disqualify any Entry that infringes or appears, in Sponsor's sole discretion, to infringe another party's intellectual property rights.
2. You agree to indemnify NCAB, Association Management, Inc., the judges, and each of their affiliates, representatives, and agents, and their directors, officers, and employees (collectively, "Contest Entities"), and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the Entry and/or your failure to comply with these rules.
3. All Entries shall be considered "work for hire" under the Copyright Act and shall be the exclusive property of NCAB. To the extent necessary, you hereby further

transfer all rights in the Entry to NCAB and agree to execute and deliver to NCAB any additional documents NCAB desires to effectuate and confirm the same. You shall retain no rights in the Entry, and you may not use your Entry for any purpose other than submission to the Contest without NCAB's prior written approval. Without limitation, NCAB shall have the exclusive rights, in NCAB's sole discretion, without obligation (except as specifically provided in these Official Rules), throughout the universe, and in perpetuity, to use, copy, print, display, reproduce, modify, publish, post, transmit, and distribute the Entry and any material included in the Entry in, on, or through all media (including, without limitation, the Internet, television, radio, print, and mobile communications).

4. NCAB will have the right to use and permit others to use the winning Entrant's name and biographical information for exploitation of the winning Entry in any form or manner, in NCAB's sole discretion.

## **Submission Guidelines**

The purpose of the Contest is to design a new logo for NCAB. The logo will be used, at a minimum, online, in print, on awards, and on merchandise. 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.

Entrants should take care to ensure that their Entries are not in any way similar to existing logos or other copyrighted images and otherwise conform to the Intellectual Property Guidelines set out above.

The logo must contain the words "North Carolina Association of Broadcasters."

The logo should endeavor to capture the essence of NCAB. NCAB is an association of television and radio stations broadcasting in North Carolina. NCAB was founded with the purposes of: (a) promoting closer cooperation and understanding between broadcast members, (b) providing members with current legal and legislative services, (c) helping broadcasters operate profitable and well-managed stations, and (d) educating the public and businesses about the uses and values of broadcasting.

The technical requirements for submission of Entries are as follows:

1. Due to the requirements for high quality printing and re-sizing, Entries must be submitted in scalable vector graphic format (EPS).
2. NCAB advises against the use of halftones and gradients unless created inside a vector graphics program. Color in this version must be CMYK, no spot colors.
3. JPGs 1000 pixels square of the logo are also required so that entries can be posted to NCAB and/or other websites without the need for conversion.
4. The limit on attachment sizes for our email is 5 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. If your entry is too big for receipt by NCAB via the [info@ncbroadcast.com](mailto:info@ncbroadcast.com) email address, then it is ineligible.

Entry may not be lewd, indecent, or obscene or contain expressions of hate, malice, racism, misogyny, or is otherwise offensive, distasteful, or inappropriate in Sponsor's sole discretion.

## **Winner Selection**

1. The winning design, if any, will be selected among the Entries received during the Entry Period by judges appointed by NCAB for this purpose. Judges will select a winner, if any, after the close of the Entry Period and no later than May 15, 2013. Judges will evaluate the Entries based on their overall design and appeal (35%), overall ability to capture the essence of the Association and otherwise meet the guidelines discussed above (35%), and ability to maintain its aesthetic qualities when resized and when changed between monochrome and color (30%). The judges will select up to one (1) winner, subject to approval of the NCAB Board. The Board's decision with respect to the winner, if any, will be final. Judges and the Board will be qualified to apply the stated criteria and guidelines to the Entries.
2. NCAB reserves the right not to select a winner if, in its sole discretion, no suitable Entries are received.
3. NCAB reserves the right to disqualify any Entrant or Entry at its sole discretion.
4. Because selection of the winner does not depend upon chance, there are no "odds" of winning. Instead, the winning design is selected based on merit and adherence to the guidelines as described above.
5. The winner, if any, will be notified no later than May 24, 2013, by phone, email, or letter.

## **Prize / How to Claim**

The winning Entrant will be offered a Prize consisting of the following (total approximate retail value of \$2,400):

1. A \$1,500 cash prize in the form of a check made payable to winner;
2. A unique glass trophy with the winning logo design engraved upon it (approximate retail value of \$250.00); and
3. Invitation to NCAB's Annual Convention scheduled for June 24 and 25, 2013, in Greensboro, North Carolina. This portion of the Prize includes hotel accommodations for two adults at The Grandover Resort & Conference Center, Greensboro, NC, for June 24, 2013, and registration fees to attend convention. Winner scheduled to be recognized at the convention party on the evening of June 24, 2013 (subject to change in NCAB's sole discretion). Approximate retail value is \$650.00. NCAB will arrange accommodations and provide confirmation information to winner when prizes are claimed.

Sponsor reserves the right to substitute a prize of equal or greater value for any reason, in its sole discretion, if the prize or any component thereof is unavailable for any reason.

In the event the winner is ineligible or refuses the prize or prize component, the prize or component will be forfeited. NCAB may, in its sole discretion, select an alternate winner from the other Entries, or may elect not to award the prize. All charges, fees and costs not specifically included in the prize description above, including but not limited to meals, personal incidental items, transportation, taxes, souvenirs, tips and licenses, are the responsibility of winner.

Winner, if any, must respond to the NCAB's notification no later than 5:00 pm on June 5, 2013, or prize will be forfeited. If winner is able to attend the convention party on evening of June 24, 2013, glass trophy will be presented at that time. Timing and manner of fulfillment of other prize components will be determined by NCAB, in cooperation with winner, subject to verification by NCAB and execution of prize paperwork, including a release and all other forms required by NCAB. Valid government-issued photo ID required. If winner is a college or university student enrolled in North Carolina, proof of enrollment in good standing satisfactory to NCAB is required. To claim prize components, winner must complete a signed declaration of eligibility, prize acknowledgement and liability/publicity release form and provide winner's Social Security Number for tax purposes. Prize may be considered income, and taxes on prize are solely the responsibility of the winner. Compliance with all regulations is the responsibility of the winner.

## **Terms and Conditions**

Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree to be bound to these Official Rules. By participating in the Contest, the Entrant is representing and warranting that the Entrant has read and understood, accepts, and agrees to be bound by, these Official Rules.

Any attempt by an Entrant to tamper with the proper administration of the Contest will disqualify the Entrant and may result in civil or criminal action against the Entrant or other party and may result in the discontinuation, suspension, or cancellation of the Contest. NCAB and the Contest Entities assume no responsibility for any error, omission, interruption, deletion, malfunction, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries and are not responsible for any problems or technical malfunction of any telephone network or lines, computer systems, servers, or provider, computer equipment, hardware, software, or other failure of any entry information to be received by NCAB on account of technical problems or human error.

CONTEST ENTITIES MAKE NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

ALL PARTICIPANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE CONTEST ENTITIES, JUDGES, THEIR SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS CONTEST, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZE, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY

FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE, OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY CONTEST-RELATED OR PRIZE-RELATED ACTIVITY.

Except where prohibited, Entrants agree that any and all disputes, claims, and causes of action arising out of, or connected with this Contest, shall be resolved exclusively by arbitration, in Raleigh, North Carolina, pursuant to the rules of the American Arbitration Association then effective, and any and all claims, judgments, and awards, shall be limited to actual out-of-pocket costs incurred by Entrant with regard to this Contest, but in no event, attorneys' fees, punitive, incidental, consequential, or other damages. All issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, or the rights and obligations of entrants in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflicts of law principles. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision; in the event that any provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

To receive a copy of these Official Rules, visit [www.ncbroadcast.com](http://www.ncbroadcast.com) or send a self-addressed stamped envelope for receipt by April 15, 2013, to NCAB Logo Contest Rules, P.O. Box 627, Raleigh, NC 27602. These Official Rules supersede all other published editions. NCAB reserves the right to change, alter, or amend these Official Rules as necessary, in its sole discretion, to ensure the fair administration of the Contest or to comply with applicable law. For the winner's name, send a self-addressed stamped envelope for receipt no later than July 1, 2013, to NCAB Logo Contest Winner's List, at the address listed above.