

## **SAAC 70<sup>th</sup> Anniversary Logo Design Contest Rules, Terms and Conditions**

These SAAC 70<sup>th</sup> Anniversary Logo Design Contest Rules, Terms and Conditions (the "Contest Rules") govern the SAAC 70<sup>th</sup> Anniversary Logo Design Contest ("Contest") and provide the terms and conditions by which individuals (individually "Participant" and collectively "Participants") enter and participate in the Contest. Each Participant's participation in the Contest constitutes the Participant's full and unconditional agreement to, and acceptance of these Contest Rules.

**Acknowledgement:** PARTICIPANT WARRANTS AND UNCONDITIONALLY AGREES THAT PARTICIPANT HAS READ AND AGREES TO ABIDE AND TO BE BOUND BY THE CONTEST RULES AND DECISIONS OF SAAC PERTAINING TO THE CONTEST AND INTERPRETATION OF THE CONTEST RULES. PARTICIPANT WAIVES ANY RIGHT TO CLAIM AMBIGUITY TO THE CONTEST RULES. PARTICIPANT ACKNOWLEDGES FURTHER THAT PARTICIPANT IS NOT PROHIBITED BY LAW OR OTHERWISE FROM PARTICIPATING IN THE CONTEST.

**Sponsorship:** The Contest is sponsored by the Specialty Advertising Association of California ("SAAC"), located at 2150 Pickwick St., Camarillo, CA 93011, 805-484-7393.

**No Purchase Necessary:** No purchase or payment of money of any kind is necessary to enter the Contest. The Contest is subject to all applicable federal, state and local laws. The Contest is void in Florida, New York, Rhode Island, Colorado, Puerto Rico, all U.S. territories and possessions, Province of Quebec, overseas military installations and where otherwise prohibited by law.

**Eligibility:** SAAC members as of the time of artwork entry into the Contest. Entrants must be legal residents of the U.S. and at least 21 years of age.

**How to Enter:** Participants must submit artwork in 2 formats: 1) Vector art - .eps or.AI and 2) high resolution .png or .jpg file type (300 dpi). Participants must submit via this Dropbox link: <https://www.dropbox.com/request/S5SOSnDZeOpea4iB5cGk>. Artwork must be submitted as required no later than June 1, 2021 at 11:59 pm PT (the "Submission Deadline"). Limit of one (1) artwork entry per Participant. The artwork submission must include the full name of the Participant, the name of the creator of the artwork, mailing address, phone number and email address.

**Selection:** The SAAC Anniversary Logo Selection Committee, comprised of 2021 SAAC Board members and participating SAAC Past Presidents, will select the top three (3) entries from artwork submitted by Participants by the Submission Deadline. SAAC's general membership will then be asked to vote for an overall winner from the three (3) entries selected by the SAAC Anniversary Logo Selection Committee. The SAAC membership vote shall be made pursuant to reasonable procedures deemed appropriate by SAAC which may or may not be in accordance with voting processes described in SAAC's governing documents, such as its Bylaws. The artwork entry that receives the highest number of votes (the "Winner") will be announced on July 15, 2021 on the SAAC website, social media outlets and by direct email to the Winner's email address. If the SAAC member vote results in a tie for the highest number of votes for any two or more of the top three (3) entries, SAAC reserves the right to permit the SAAC members another vote on the entries that received the same number of votes or to permit the SAAC Anniversary Logo Selection Committee to vote to select the winner from the entries that

received the same number of SAAC member votes. SAAC reserves the right to change selection and announcement dates, as determined appropriate by SAAC to address or accommodate any then-existing circumstances that delay the selection or announcement of a Winner.

**Prize Awards:** Winner will receive one (1) year of SAAC membership dues beginning July 15, 2021. The amount of dues is determined in accordance with SAAC's dues structure applicable to Winner; however, an approximate value is between \$125 and \$250. There is no cash value option to this prize. The amount of Winner's current annual SAAC member dues will be applied to any outstanding dues owed to SAAC for the current membership year, and any additional amounts will be applied to Winner's membership account for application to the next year's dues owed by Winner for membership in SAAC. If Winner declines SAAC membership, the applicable prize amount for SAAC membership dues shall be deemed forfeited, null and void.

Winner will also receive a one-night stay at The Hilton Anaheim in a standard room to be used between the dates of August 4 – 7, 2021. Approximate value of the hotel stay is \$185. Stay arrangements and reservations will be made through SAAC. Incidentals and other expenses associated with the one-night hotel stay are not included and are the responsibility of Winner. If the one-night stay portion of the Contest prize is not confirmed by Winner by 5:00PM (Pacific Time) on July 30, 2021, that portion of the prize will be null and void. There is no cash value option to this hotel stay or any other prize awarded in the Contest.

**Consent for Copyright, Trademark and Ownership:** PARTICIPANT ACKNOWLEDGES AND AGREES THAT, IN THE EVENT PARTICIPANT'S ARTWORK ENTRY IS CHOSEN AS THE WINNER, THE PARTICIPANT WILL, BY VIRTUE OF PARTICIPATION AND SUBMISSION OF THE ARTWORK IN THE CONTEST AND SELECTION AS WINNER, BE DEEMED TO HAVE TRANSFERRED OWNERSHIP AND ALL OTHER RIGHT, TITLE AND INTEREST IN THE ARTWORK FROM WINNER TO SAAC, AND SAAC WILL, FOR ALL INTENTS AND PURPOSES, OWN THE COPYRIGHT RIGHTS, TRADEMARK RIGHTS AND DESIGN RIGHTS OF THE ARTWORK ENTRY AND WILL HOLD AND OWN COMPLETE JURISDICTION OVER THE ARTWORK ENTRY. WITHOUT LIMITING SAAC'S COPYRIGHT RIGHTS OR TRADEMARK RIGHTS TO WINNER'S ARTWORK SUBMISSION, SAAC RESERVES THE RIGHT TO USE AND EDIT WINNER'S ENTRY AS DEEMED NECESSARY OR APPROPRIATE BY SAAC, INCLUDING, BUT NOT LIMITED TO, REGISTERING THE ARTWORK PURSUANT TO APPLICABLE STATE OR FEDERAL LAWS, ADDING TAG LINES, CHANGING COLOR SCHEMES OR APPLYING SUCH OTHER MODIFICATIONS THAT SAAC DEEMS APPROPRIATE AS OWNER OF THE ARTWORK. SAAC WILL NOT OBTAIN OWNERSHIP OF ARTWORK DESIGNS OR LOGOS SUBMITTED IN THE CONTEST WHICH ARE NOT SELECTED AS THE WINNER.

**Authority of Participant:** If a Participant who registers in the Contest registers as, or in the capacity of an individual representative, employee or agent of any company, corporation, sole proprietorship or other business entity that is a SAAC member or that is otherwise qualified to enter the Contest, the Participant expressly represents and warrants that Participant has the full authority to accept, and does accept these Contest Rules on behalf of such company, corporation, sole proprietorship or other business entity, including for Participant's agreement in the Consent for Copyright, Trademark and Ownership provisions set forth in these Contest Rules.

**Consent for Publicity:** Except where prohibited by law, in the event Participant's artwork entry is selected as Winner, Participant hereby grants to SAAC, on a non-exclusive and royalty-free basis in all markets throughout the universe (the "Territory") the right, privilege and license to use and publish Winner's name, image or likeness and city, state and country of residence and photographs and videos of, and statements made about Winner in the Contest, and prize information for advertising, on-line announcements, and promotional purposes for SAAC. All such use or publishing shall be without further payment, consideration or prior notification to Winner. SAAC will not be required to pay any additional consideration or seek any additional approval in connection with such uses.

**Privacy:** Except as expressly provided in the Contest Rules, SAAC will not share, sell, rent, or release Participants' personally identifiable information to others, unless required by law. SAAC will utilize the information provided for its own marketing and other business purposes.

**Restrictions:** All taxes (including income taxes), fees surcharges, service charges, luggage fees, and other expenses not specified herein but which are associated with any prize awarded in the Contest are the sole responsibility of Winner. Prizes are non-transferable, are not redeemable for cash, and must be accepted as awarded. SAAC reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if the prize cannot be awarded as described for any reason. Prizes may not be exchanged or transferred except at the sole discretion of SAAC. Any attempt by Participant or any other individual to deliberately tamper with the operation of the Contest may be a violation of criminal and civil laws. SAAC reserves all rights to the fullest extent permitted by law.

**Protection of the Contest:** SAAC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should a virus, bugs, non-authorized human intervention, fraud or other causes beyond SAAC's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. SAAC reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or websites or violates the applicable terms and conditions. SAAC has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any legitimate reason, including, but not limited to, multiple entries from the same user from different IP addresses, multiple entries from the same computer in excess of that allowed by the Contest Rules, or the use of bots, macros or scripts or other technical means for entering, voting or other matters governed by the Contest Rules.

**Force Majeure:** SAAC will not be liable for any failure, discontinuation, cancellation or delay of the Contest or in SAAC's performance in relation to the Contest due to any cause beyond SAAC's reasonable control, including but not limited to act of war, terrorism, acts of God, epidemic or pandemic (including the novel corona virus, COVID-19), earthquake, flood, fire, economic unfeasibility, inability to obtain suitable facilities, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet or other systems, software or other technological used to facilitate or operate the Contest.

**Limitation of Liability:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTICIPANT RELEASES SAAC AND ITS SPONSORS AND AFFILIATES AND ALL

THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "SAAC RELEASEES") FROM AND AGAINST ALL LIABILITY, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH PARTICIPANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CONTEST, ENTRY IN THE CONTEST AND/OR ACCEPTANCE, RECEIPT, OWNERSHIP OR USE OF ANY PRIZE OR PARTS THEREOF AWARDED IN THE CONTEST, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON THE NEGLIGENCE OF ANY OF THE SAAC RELEASEES AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY.

BY ACCEPTING ANY PRIZE, WINNER AGREES THAT THE SAAC RELEASEES SHALL NOT BE RESPONSIBLE OR LIABLE IN CONNECTION WITH INJURIES, LOSSES, OR DAMAGES OF ANY KIND CAUSED BY OR RESULTING FROM THE ACCEPTANCE, POSSESSION, OR USAGE OF THE PRIZE(S) AWARDED.

THE SAAC RELEASEES AND ALL CONTEST SPONSORS ASSUME NO LIABILITY EITHER FOR CANCELLATION OF THE CONTEST OR FOR ANY REASON WHATSOEVER, INCLUDING FOR ANY FORCE MAJEURE EVENT OF ANY KIND OR THROUGH THE ACTS OR OMISSIONS OF ANY COMPANY OR PERSON PROVIDING ANY PRIZE. UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN PARTICIPANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH ENTERING THIS CONTEST), AND PARTICIPANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

**Waiver of California Civil Code Section 1542 and Related Laws.** EACH PARTICIPANT WAIVES ANY RIGHTS AND BENEFITS UNDER OR PURSUANT TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." EACH PARTICIPANT ACKNOWLEDGES THAT THE PARTICIPANT HAS READ AND FULLY UNDERSTAND THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE. IN ADDITION, PARTICIPANT WAIVES ANY RIGHTS AND BENEFITS PARTICIPANT MAY HAVE UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE.

**Class Action Waiver:** NOTWITHSTANDING THE FOREGOING, AND IN THE EVENT THAT THE ABOVE LIMITATION OF LIABILITY PROVISION OR THE WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542 AND RELATED LAWS PROVISION IS OR ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION OR ARBITER TO BE INVALID OR VOID FOR ANY REASON, IN WHOLE OR IN PART, THE PARTICIPANT AGREES THAT, BY ENTERING THE CONTEST, (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF 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, ANY AND ALL CLASS ACTION RIGHTS ARE HEREBY WAIVED; (II) ANY CLAIMS, JUDGMENTS 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; AND (III) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE

PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY OTHER DAMAGES, OTHER THAN DAMAGES FOR ACTUAL OUT-OF-POCKET EXPENSES. ANY CLAIM OR DISPUTE AGAINST SAAC OR ANY OF THE SAAC RELEASEES WITH RESPECT TO THE CONTEST MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES.

**Additional Conditions.** Each Participant agrees to be bound by these Contest Rules and that the decisions of SAAC are final on all matters relating to the Contest and the Contest Rules. SAAC reserves the right, in its sole discretion, to disqualify any artwork entry not in compliance with these Contest Rules.

**Odds:** The odds of winning are dependent on the decisions of the SAAC Anniversary Logo Selection Committee in selecting the top three (3) artwork entries for submission to the SAAC members for a vote, as well as the vote of the SAAC members. There is no limit to the number of Participants who may be eligible for the Contest. However, SAAC estimates the odds of winning will be greater than 1 in 1,500 in the Contest. Making a purchase of any kind will not improve chances of winning the Contest.

**Termination of Contest:** The Contest will terminate on or before August 10, 2021.

**Law, Venue:** Except where prohibited by law, the laws of the State of California (without regard to conflict of law principles) shall govern this Contest and the Contest Rules, and subject to the Mediation and Arbitration provisions of these Contest Rules, any claims or actions in connection herewith shall be brought exclusively in the state or federal courts of Ventura County, California.

**Mediation and Arbitration:** Any and all disputes arising from the Contest or these Contest Rules that cannot be resolved between the parties within thirty (30) days of the date of written notice of a dispute is provided by a complaining party to SAAC, and causes of action or claims of any kind arising out of the Contest or the Contest Rules, will be resolved through non-binding mediation. The parties shall select a neutral third party each to administer the mediation, and if the parties cannot agree on a mediator, the mediator shall be selected by a state or federal court of competent jurisdiction situated exclusively in, or having jurisdiction over Ventura County, California. The mediation will be conducted by remote electronic means such as video conference (unless the parties agree in writing to mediate in-person) and otherwise in accordance with the American Arbitration Association Rules addressing mediation. If the dispute is not resolved through medication within a reasonable time period, not to exceed sixty (60) days, as hereinabove provided or otherwise by agreement, the dispute shall be finally settled by binding arbitration. The arbitration will be conducted expeditiously by video conference means (unless the parties agree in writing to mediate in-person) and otherwise in accordance with the American Arbitration Commercial Arbitration Rules. Any award rendered in arbitration shall be limited to those remedies available to any appropriate court of competent jurisdiction in the State of California, exclusively, and subject to the laws of the State of California. The award rendered through arbitration shall be final and binding upon the parties and judgment thereon may be entered in any court of competent jurisdiction for execution.

**Severability:** If any part or provision of these Contest Rules is deemed unenforceable under applicable law, such unenforceability shall not affect the other parts or provisions of the Contest Rules and the same shall remain effective and enforceable to the fullest extent permitted by law. Without limiting the foregoing, if any provision of these Contest Rules is declared void or unenforceable, in whole or in part, in one jurisdiction, that provision will remain valid and enforceable in any other jurisdiction, and such declaration will not affect any other portion or provision of the Contest Rules, unless such declaration renders the Contest Rules, or portions thereof, impossible to perform as that term is defined by a court of competent jurisdiction.

**Contact:** SAAC may be contacted about the Contest by mail to 2150 Pickwick St., Camarillo, CA 93011, or by email to: [info@saac.net](mailto:info@saac.net).