

La Crosse Public Library Record Award Contest Official Contest Rules

NO ENTRY FEE, PAYMENT, MEMBERSHIP OR PROOF OF PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Internet access is required to participate.

Name of Contest: This contest is referred to as the “La Crosse Public Library Record Award Contest” (the “Contest”). The Contest is sponsored and administered solely by the La Crosse Public Library (“Sponsor”). The goal of the Contest is to promote the work of local artists (one per year) in conjunction with diversity and inclusion banners in the hope of fostering an increased sense of community, engage new ideas, and to promote understanding, reading and learning. This document contains the Official Contest Rules for the Contest (the “Official Rules”).

Eligibility: The Contest is open only to legal residents of La Crosse County, Wisconsin who are 18 years of age or older and not considered a minor in Wisconsin at the time of entry.

Entry Period: The Contest begins at 12:01 a.m. Central Time (“CT”) on August 1, 2018 and ends at 11:59 p.m. CT on December 30, 2018 (the “Entry Period”). Sponsor’s computer is the official time-keeping device for the Contest.

How to Enter: During the Entry Period, you (the “Entrant”) must send a completed application and a digital image of a work of art created by you (the “Image”) to kuhlmanl@cityoflacrosse.org with the phrase “RECORD AWARD CONTEST ENTRY” in the subject line of the email (collectively, the “Entry”). The application can be found on the Sponsor’s website, <http://www.lacrosselibrary.org>. An Entry may not contain an image of any person’s likeness other than of the Entrant. Any Entry in violation of this content requirement will be voided and the Entrant will be excluded from participating in the Contest. Please see below for additional Image Content Requirements. Limit of one (1) Entry per person for the Contest. Any submission or attempt to submit more than one (1) Entry by using multiple/different identities or through any other methods will void all Entries from such Entrant and Entrant will be excluded from participating in the Contest. Proof of submission of an Entry (e.g., screen shots) is not proof of receipt by Sponsor.

Entrant further agrees that (a) under no circumstances will he/she be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Contest, any prize awarded or use of any Entry, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs.

Image Content Requirements: The Image must be submitted either as a digital image saved as (a) either an .ai or .eps format, Vector art with the text converted to outlines or (b) a .jpeg format at the highest possible resolution. The winning piece will be enlarged to a 10’ x 10’ size. It is the artist’s responsibility to ensure that image integrity will not be lost as a result of this.

Entries may not (in the opinion of the Sponsor): (a) be sexually explicit or suggestive; (b) be derogatory toward any ethnicity, race, gender, sexual orientation, religion, profession or age group; (c) be obscene, offensive, profane, pornographic, or otherwise objectionable; (d) promote alcohol, illegal drugs, tobacco or firearms/weapons (or the use of any of the foregoing); (e) promote any activities that may be unsafe or dangerous; (f) promote any particular political agenda or message; (g) endorse any form of hate or hate group; (h) defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; (i) contain trademarks, logos or trade dress owned by anyone other than Sponsor, or advertise or promote any brand or product of any kind, without express, written, prior permission of the trademark or brand owner; (j) contain any personally identifiable information, such as license plate numbers, names, email addresses or street addresses; (k) contain copyrighted materials owned by others without express, written, prior permission; (l) depict the name, likeness or other identifying indicia of any person other than of the Entrant; (m) depict the likeness or other identifying indicia of any minor; (n) communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to associate; (o) be in violation of any law; (p) completed more than two years ago; (q) be currently or previously used as coursework for a degree-seeking program; or (r) be otherwise unacceptable to Sponsor, in Sponsor's sole and absolute discretion. Sponsor and its affiliates, subsidiaries, divisions, business units, advertising and promotion agencies and contest judges (collectively the "Contest Parties") are not responsible for typographical errors or any other errors submitted by the entrant.

The above list is not intended to be exhaustive. If an Entry includes any of the prohibited elements listed above, or is deemed by Sponsor, in its sole discretion, to be unsuitable for public display for any reason, the Entry will be disqualified from the Contest, along with the entrant who submitted it.

By submitting an Entry, the Entrant warrants and represents that his/her Entry: (a) complies with the Official Rules of this Contest; (b) is the Entrant's 100% original work (modifying, enhancing or altering a third party's preexisting work does not qualify as the entrant's original work); (c) has not been previously published; (d) has not won previous awards; and (e) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Entrant agrees to defend, indemnify and hold harmless the Sponsor and the Contest Parties from any claims to the contrary.

Determination of Winner: All eligible Entries received by the Sponsor will be judged, based on creativity, skill, and uniqueness by a panel of judges, selected by the Sponsor whose decisions are final and binding. The judges will declare the most creative, skillful, and unique Entry that embodies the goal of the contest, namely diversity, inclusiveness, fostering an increased sense of community, engaging new ideas, and promoting understanding, reading and learning, to be the winner of the Contest. Odds of winning are dependent on the number of eligible Entries received.

Prize and Winner Notification: The winner will receive a \$1,000 (one thousand dollars) cash prize. The winning Image will be reproduced on a 10 (ten) foot long by 10 (ten) foot high banner (the "Banner") and displayed on the southern façade of the main library, located 800 Main Street in La Crosse, Wisconsin 54601 from on or about April 8, 2019 through on or about April 7, 2020, along with other banners as determined by the Sponsor. The Banner will be given to the Entrant

after the display has ended. The prize is non-transferable and may not be substituted, except by Sponsor. The verifiable retail value of the prize is \$6,000 (six thousand dollars).

Sponsor will notify the winner on or about March 15, 2019, via email to the email address used by the winner to submit the winning Entry. Winner must respond to Sponsor in the manner specified by Sponsor in the notification within forty-eight (48) hours after notification. Upon being timely contacted by the winner, Sponsor will coordinate delivery of the prize to the winner, the method of which shall be determined by Sponsor in its sole discretion. Winner will be required to show proof of residence. Failure to respond to the notification within the allotted time period will result in the disqualification of the winner and the forfeiture of the prize. Time permitting, an alternate winner may be selected from the remaining eligible Entries based on the criteria specified above.

Obligations of Winner: All income and other taxes on the prize and related obligations are the sole responsibility of the winner. An IRS Miscellaneous Income Form 1099 will be issued to the winner.

In addition, the winner will be required to execute an Affidavit of Eligibility and Liability/Publicity Release. Failure to return the documents by the deadline indicated at the time he/she receives the documents, the determination that the winner is not eligible to receive the prize, or the winner's refusal or inability to accept the prize, will result in prize forfeiture. If the prize is forfeited, Sponsor may award the prize to an alternate winner on the basis of the selection process set forth herein. A U.S. home address in La Crosse County, Wisconsin (No Post Office boxes allowed) must be provided on the Affidavit of Eligibility and Liability/Publicity Release. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

By accepting the prize, the winner agrees to release, discharge, defend, indemnify and hold the Released Parties harmless from and against any Claims due to any injuries, damages or losses (including death) to any person or property of any kind resulting in whole or in part, directly or indirectly, from the acceptance, possession, misuse or use of the prize or participation in any prize related activities or participation in this Contest including any and all costs and attorneys' fees incurred in responding to and/or defending the Claims.

If Sponsor so elects, a winner may be required to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest or Sponsor will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsor as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify a winner if the individual refuses to submit to the background check or on the basis of the findings resulting from such background check.

By accepting a prize, the winner hereby and further agrees to irrevocably assign and transfer to Sponsor all of the right, title and interest in and to the winning Image, including all but not limited to all copyright and trademark rights, in the United States and worldwide, therein for consideration, the receipt and sufficiency of which is hereby acknowledged. Such assignment and transfer includes, but is not limited to use, copy, publicly perform, publicly display, reformat, edit, translate, excerpt (in whole or in part) and distribute the Image for any purpose, commercial,

advertising, or otherwise, on or in connection with the Sponsor, or the promotion thereof, to prepare derivative works of, or incorporate into other works, the Image, and to grant and authorize sublicenses of the foregoing. The winner will also grant the Sponsor and the Contest Parties, the right, without limitation or further permission or compensation, to use and publish the winner's name and likeness for promotional, advertising, publicity and marketing purposes in any manner in commerce and in any medium now known or hereafter devised throughout the world in perpetuity without limitation and without further notice or approval. Sponsor may require the winner to execute documents to confirm the grant of rights hereunder; and the failure to do so may result in disqualification from the Contest. **Entrant acknowledges that they will not now or in the future be paid or compensated in any way for his/her Entry or for granting the Sponsor any of the rights set out in these Official Rules.** The winner agrees not to instigate, support, maintain or authorize any action or lawsuit against the Sponsor or the Contest Parties on the ground that any use of the winning Image or the winner's name and likeness infringes any of the winner's rights as creator of the Image.

In return, the Sponsor will assign the winner a non-exclusive, sub-licensable, royalty-free, fully paid, unlimited, worldwide, license and right, without limitation or further permission or compensation, to reproduce, publish, display, edit, adapt, modify, distribute, develop, make derivative works from and otherwise use the winning Image in whole or in part for any commercial or non-commercial purposes in any manner and in any medium now known or hereafter devised throughout the world in perpetuity.

The winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors," including, but not limited to the right of attribution, integrity, etc., or any similar rights or principles of law that winner may now or later have to his/her Entry. Upon the request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely determined by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights, and Sponsor may at a later time request the assignment.

Release of Liability; Consent: By entering the Contest, Entrant agrees to release Sponsor, the Contest Parties, and each of their respective officers, directors, employees, representatives and agents (the "Released Parties") from any and all liability, losses or damages incurred by, or claims, actions or proceedings asserted by (collectively, "Claims") Entrant as a result of the Contest, and further agrees to indemnify and hold the Released Parties harmless from and against any and all third-party Claims relating to or arising out of the Entrant's participation in the Contest.

By accepting the prize, the winner agrees to release, discharge, defend, indemnify and hold the Released Parties harmless from and against any Claims due to any injuries, damages or losses (including death) to any person or property of any kind resulting in whole or in part, directly or indirectly, from the acceptance, possession, misuse or use of the prize or participation in any prize related activities or participation in this Contest including any and all costs and attorneys' fees incurred in responding to and/or defending the Claims.

Limitations of Liability: Sponsor and the Contest Parties shall not be liable to winner for failure to supply the prize or any part thereof, by reason of any acts of God; any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid; equipment failure; terrorist acts; air raid; blackout; act of public enemy; earthquake; war (declared or undeclared); fire; flood; epidemic; explosion; unusually severe weather; hurricane; embargo; labor dispute or strike (whether legal or illegal); labor or material shortage; transportation interruption of any kind; work slow-down; civil disturbance; insurrection; riot; or any other cause beyond Sponsor's sole control.

The Sponsor is not responsible for: (a) Entries that are lost, late, stolen, damaged, garbled, destroyed or misdirected; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of Entries, or for destruction of or unauthorized access to, or alteration of, Entries; (c) failed or unavailable hardware, network or, software; (d) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (e) incorrect or inaccurate Entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest; (f) any typographical or other error in any printing or advertising related to the Contest, in the administration or execution of the Contest, or in the announcement of the winner; or (g) cheating or fraud by any entrant.

Miscellaneous: The Contest is subject to federal, state, and local laws and regulations and is void outside of La Crosse County, Wisconsin and where prohibited by law.

If for any reason this Contest cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Contest, or if this Contest is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right to terminate this Contest. If this Contest is terminated before the expiration of the Entry Period, the Sponsor may elect to proceed with the Contest by having the judges select the winning Entry from among the eligible Entries received prior to the termination of the Contest. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or any aspect of this Contest. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants or Sponsor in connection with the Contest shall be governed by and construed in accordance with the internal laws of the state of Wisconsin without giving effect to any choice of law or conflict of law rules

or provisions that would cause the application of any other state's laws. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts for La Crosse, Wisconsin for the resolution of all disputes related to this Contest. All disputes shall be resolved in the Circuit Courts in La Crosse County, Wisconsin or the Federal District Court for the Western District of Wisconsin in accordance with the laws of the State of Wisconsin,

Severability: 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 any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

Privacy: In connection with the Contest entry process, Sponsor may collect personal data about entrants. By participating in the Contest, Entrant hereby agrees to Sponsor's collection and usage of Entrant's personal information. Any Entrant, other than the winner, may request that Sponsor removes his or her personal information from Sponsor's sweepstakes by emailing kelly@lacrosselibrary.org with the phrase "REMOVE FROM MAILING LIST" in the subject line of the email.

Sponsor: This Contest is sponsored by the La Crosse Public Library, located at 800 Main Street in La Crosse, Wisconsin 54601.

Winner List Requests: For the name of the prize winner, please email kelly@lacrosselibrary.org with the phrase "WINNER LIST REQUEST" in the subject line of the email by March 15, 2020.

If you think that an Entry infringes your intellectual property rights, send an email identifying the Entry to kelly@lacrosselibrary.org.

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