

# **2018 Cleveland Asian Festival Design Contest**

## **OFFICIAL CONTEST RULES AND ENTRY AND RELEASE FORM**

### **PLEASE READ CAREFULLY.**

Any reference herein to the “Cleveland Asian Festival” includes its officers, agents, affiliates, assigns, contractors, contributors, subsidiaries, licensors, distributors, fiscal agents, sponsors and volunteers (hereafter may be referred to as “CAF Entities”). The Cleveland Asian Festival Executive Committee members are identified at [www.ClevelandAsianFestival.org](http://www.ClevelandAsianFestival.org).

### **I. WHO CAN ENTER**

- A. The 2018 Cleveland Asian Festival Design Contest (“Contest”) is open to only individuals. The Contest is not open to companies, educational institutions, organizations, etc. or to groups associated with such entities.
- B. Only one (1) design entry per person.
- C. All entrants are required to read these Official Contest Rules and to comply with all requirements set forth herein.

### **II. DESIGN CRITERIA**

- A. The design submission must include:
  - 1. Visually striking Asian design theme. Suggestions include: traditional Asian pattern or texture.
  - 2. Date of the Cleveland Asian Festival: May 19 & 20, 2018
  - 3. Name: Cleveland Asian Festival
  - 4. Website: [www.ClevelandAsianFestival.org](http://www.ClevelandAsianFestival.org)
  - 5. Space for Cleveland Asian Festival logo
- B. Format of design submission: Vector based artwork is recommended (i.e. .ai, .eps, etc.) in which case the submission should include the vector art file as well as a jpg conversion. If the design is raster/pixel based artwork, the jpeg format submission should be 300 ppi or higher resolution up to 720 ppi.
- C. No photographs.
- D. Each entrant must ensure that his/her Entry is not in any way similar to any existing logos or other copyrighted images. A logo that cannot be registered as a Service Mark, no matter how well crafted, will be disqualified.

### **III. HOW TO ENTER**

- A. Entries must be submitted by email to: [info@ClevelandAsianFestival.org](mailto:info@ClevelandAsianFestival.org) and include in the subject line: “2018 CAF Design Contest”.
- B. Entries must be submitted in PDF and jpeg formats.
- C. Entries must include a completed and signed Entry and Release Form along with

the Design submission.

- D. No more than one (1) Entry may be submitted by any one individual.
- E. Entries must conform to the submission criteria and guidelines set forth in these Official Contest Rules. Entries which fail to do so will be rejected.
- F. The deadline for Entries is 11:59 p.m. (Eastern Standard Time) on January 8, 2018. No exceptions will be made.
- G. No acknowledgements will be sent. The Cleveland Asian Festival is not responsible for lost, damaged, or delayed entries.
- I. There is no fee to enter this Contest.

#### **IV. PRIZE**

- A. There will be only one (1) prize awarded in this Contest.
- B. The winning Entrant will receive One Hundred Dollars and No Cents (\$100.00) and be recognized on the Cleveland Asian Festival postcard and/or poster, on the festival website and in the festival program book. It is anticipated that over five thousand copies of the artwork will be made using various print formats.
- C. Winner will be notified as soon as a winning entry is chosen, and will be notified using the contact information provided within the Entry Form. For purposes of notification and delivery of the Prize, the Cleveland Asian Festival is not responsible for misdirected or delayed mail/email or for any incorrect, expired, or otherwise invalid contact information provided in the Entry Form.
- D. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE CONTEST WINNER.

#### **V. SELECTION OF THE WINNING ENTRY**

The Cleveland Asian Festival Executive Committee reserves the exclusive right to conduct this Contest in any manner they deem appropriate and may choose to allow public voting to determine the winning entry.

The Cleveland Asian Festival Executive Committee reserves the exclusive right to select the winning entry in their sole discretion.

#### **VI. RELEASE AND DISCLAIMER**

- A. All submitted work must be original and not based on any pre-existing design.
- B. All Entries will become the sole property of the Cleveland Asian Festival and may be displayed publicly on the Cleveland Asian Festival's website(s) and social media sites, festival venue and may be circulated by electronic and/or regular mail. The Cleveland Asian Festival and those whom the Cleveland Asian Festival may authorize, shall have the right to reproduce, modify, distribute, display publicly, photograph, in any manner they deem appropriate the drawings, graphics and graphic elements, logos, designs and design elements, artwork, statements, and quotes submitted with the Entry and Release Form, and to prepare any derivative works. The winning contestant agrees to make any

- modifications to his/her winning design in a timely manner as requested by the Cleveland Asian Festival as it deems appropriate.
- C. The Cleveland Asian Festival is not responsible for any unauthorized duplication and/or use by third parties.
  - D. The winning design entry may be registered and/or copyrighted by the Cleveland Asian Festival.
  - E. All entries and other materials (the “Entry Materials”) submitted by entrants become the sole property of the Cleveland Asian Festival upon submission and will not be returned.
  - F. Without limiting the generality of the foregoing, Entrants acknowledge that they will not challenge the Cleveland Asian Festival’s rights to use, modify and make derivative works of the Entry Materials, understanding that the Cleveland Asian Festival will not separately compensate them or any other person or entity. The Cleveland Asian Festival’s rights, with respects to entries, include, but are not limited to: (a) the exclusive right to use, publish, display or reproduce on products, packaging and advertising for purposes of trade and any other lawful purpose; (b) the exclusive right to alter, revise or change entries in any way; (c) the exclusive right to secure trademark and copyright registrations and other rights for entries anywhere throughout the world; (d) the exclusive right to license, exploit, sell, assign, or otherwise dispose of entries or any of the said rights included therein for any purpose which the Cleveland Asian Festival may see fit; and (e) any and all subsidiary rights to entries.
  - G. Where prohibited by law, entry into the contest constitutes permission to use winner’s and/or entrants’ names, cities, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation.
  - H. **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 Contest Rules will not infringe the proprietary rights, including without limitation the intellectual property rights, of any third party; (c) 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; (d) 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; (e) the Entry and its use as described in these Official Contest Rules will not violate any federal, provincial, state or local laws or ordinances; (f) no employer or educational or other establishment has any rights in the Entry; (g) the Entry is consistent with these Official Contest Rules; and (h) he/she has the right to grant the license to the Cleveland Asian Festival as required in these Official Contest Rules.
  - I. **Severability**  
When any provision of these Official Contest 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 Contest Rules remain in full force and effect.
  - J. **Indemnity; Disclaimer of Warranties; Limitation of Liability**

By participating in this Contest, the Entrant agrees to be bound by these Official Contest Rules, including all eligibility requirements and all decisions of the Cleveland Asian Festival. By participating in this Contest, the Entrant agrees to indemnify, defend, and hold harmless the Cleveland Asian Festival and its officers, agents, affiliates, contractors, contributors, subsidiaries, licensors, distributors, fiscal agents, sponsors and volunteers (hereafter may be referred to as "CAF 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 Contest Rules; or (ii) participation in this Contest; (iii) acceptance and/or use or misuse of any prize in connection with this Contest; or (iv) any third party claim relating to any rights in any design submitted.

K. BY PARTICIPATING IN THE CONTEST, THE ENTRANT AGREES THAT THE CLEVELAND ASIAN FESTIVAL AND CAF 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 PRIZE.

L. By participating in the Contest, the Entrant agrees that the Cleveland Asian Festival 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, the Cleveland Asian Festival may, in its sole discretion, suspend, modify or terminate the Contest by posting a notice at [www.ClevelandAsianFestival.org](http://www.ClevelandAsianFestival.org). If the Contest is terminated before the scheduled end of the Contest Period, the Cleveland Asian Festival may 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 the Cleveland Asian Festival believes to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified. The Cleveland Asian Festival 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.

M. 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 CLEVELAND ASIAN FESTIVAL OR ANY CAF 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 CONTEST RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN, EVEN IF THE CLEVELAND ASIAN FESTIVAL OR A CAF ENTITY WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALSO NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BY PARTICIPATING IN THIS CONTEST, THE ENTRANT FURTHER

AGREES THAT IN NO EVENT WILL THE LIABILITY OF THE CLEVELAND ASIAN FESTIVAL OR ANY CAF ENTITY RELATING IN ANY MANNER TO THESE OFFICIAL CONTEST RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED \$10.00. 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 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 CLEVELAND ASIAN FESTIVAL OR ANY CAF 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 CONTEST RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN, EVEN IF THE CLEVELAND ASIAN FESTIVAL OR A CAF ENTITY WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALSO NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BY PARTICIPATING IN THIS CONTEST, THE ENTRANT FURTHER AGREES THAT IN NO EVENT WILL THE LIABILITY OF THE CLEVELAND ASIAN FESTIVAL OR ANY CAF ENTITY RELATING IN ANY MANNER TO THESE OFFICIAL CONTEST RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED \$10.00. 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

- N. **Interpretation.** In the case of any dispute about the interpretation of the Rules, the Cleveland Asian Festival Executive Committee's decision as to the interpretation shall be final and Entrant shall be bound by the Cleveland Asian Festival Executive Committee's decision.
- O. **Governing Law.** The interpretation and enforcement of these Official Rules will be governed by the laws of the State of Ohio, USA. This Contest is subject to all applicable, as the case may be, international, federal, provincial, state and local laws. The Entrant and the Cleveland Asian Festival agree to the extent permitted by law to submit all disputes arising out of or relating to these Official Contest Rules or the Contest to, and hereby waive any objection to the exclusive jurisdiction and venue of, the state and federal courts located in Cleveland, Cuyahoga County, Ohio. Subject to the above, if necessary, any provision of these Official Contest Rules which is found to be invalid by a court of competent jurisdiction shall be deemed to be struck out from these Official Contest Rules.

**P. 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 Contest Rule.

**VII. ACCEPTANCE**

- A. Entrants agree to be bound by these Official Contest Rules and by the decisions of the Cleveland Asian Festival's Executive Committee which are final and binding in all respects.
- B. The Cleveland Asian Festival reserves the right to change these Official Contest Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond the Cleveland Asian Festival's control affect the administration, security or proper play of the Contest or the Cleveland Asian Festival otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned.
- C. Entrants who violate these Official Contest Rules, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to the Cleveland Asian Festival, this Contest or any other entrant (in each case as determined in the Cleveland Asian Festival Executive Committee's sole discretion) are subject to disqualification from entry into the Contest. The Cleveland Asian Festival reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest.
- D. By entering this Contest, each Entrant gives his/her consent to the Cleveland Asian Festival, and to those whom the Cleveland Asian Festival Executive Committee may authorize, to photograph, film, and/or videotape him/her and/or to use a photographic/digital reproduction of the Entrant by name and/or with city, school or employment information and/or to quote and/or record statements made by the Entrant, for any editorial, promotional, advertising, trade or other purpose for the Cleveland Asian Festival.

## **ENTRY AND RELEASE FORM**

Entrant's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Are you 18 years of age or older? \_\_\_\_\_ (Yes/No)

By signing this Entry and release Form, I acknowledge that I have read and understand the Official Contest Rules and agree to abide by them. I certify that the information and material provided in and with this Entry and Release Form are true and accurate.

\_\_\_\_\_  
Signature of Entrant Date

If the entrant is under the age of 18 years old, I represent that I am the lawful parent and/or legal guardian of the Entrant and that I agree to be bound by and abide by the terms and conditions set forth in the Official Contest Rules and the statements and representations made herein on behalf of the Entrant.

\_\_\_\_\_  
Signature of Lawful Parent or Legal Guardian Date

Printed name: \_\_\_\_\_