**2018 CLEVELAND ASIAN FESTIVAL**

**ASIAN-POP DANCE COMPETITION**

**OFFICIAL RULES, 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.

I. WHO CAN ENTER

1. Only one (1) entry per person/school.
2. All entrants are required to read these Official Competition Rules and to comply with all requirements set forth herein.
3. U.S. citizens and permanent residents

II. HOW TO ENTER

1. Entries and release form must be submitted by email to yintang@clevelandasianfestival.org. See clevelandasianfestival.org for more details concerning competition rules.
2. Completed and signed Entry and Release Forms for each performing individual must be emailed to yintang@clevelandasianfestival.org before the deadline (April 7th, 2018), or risk disqualification.
3. No more than one (1) Entry may be submitted by any group/school.
4. The deadline for Entries is 11:59 p.m. (Eastern Daylight Savings Time) on April 7th, 2018. Do not expect any exceptions.
5. No acknowledgements will be sent. The Cleveland Asian Festival is not responsible for lost, damaged, or delayed entries.
6. There is no fee to enter this Competition.

III. SELECTION

The Cleveland Asian Festival Executive Committee reserves the exclusive right to

conduct this Competition 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 at their sole discretion.

IV. RELEASE AND DISCLAIMER

1. All submitted work must not violate any federal or state laws, including but not limited to copyright and trademark laws.

2. All Entrants consent to the Cleveland Asian Festival’s use of their names and submission on its website(s) and social media sites, and authorize the Cleveland Asian Festival to reproduce, modify, distribute, display, publicly, photograph, in any manner they deem appropriate the entrant’s name, likeness, video, performance, statements, and quotes related to the Entry and Release Form, and to prepare any derivative works.

3. The Cleveland Asian Festival is not responsible for any unauthorized duplication

and/or use by third parties.

4. 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.

5. Except where prohibited by law, entry into the competition 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.

6. Representations and Warranties

By participating in the Asian-Pop Dance Competition, the Entrant warrants and represents in connection with the Entry submitted as part of his/her participation in the Competition: (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 use of the Entry as described in these Official Competition 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 Competition 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 Competition Rules; and (h) he/she has the right to grant the license to the Cleveland Asian Festival as required in these Official Competition Rules.

7. Severability

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

8. Indemnity; Disclaimer of Warranties; Limitation of Liability

By participating in this Competition, the Entrant agrees to be bound by these Official Competition Rules, including all eligibility requirements and all decisions of the Cleveland Asian Festival. By participating in this Competition, 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 Competition Rules; or (ii) participation in this Competition; (iii) acceptance and/or use or misuse of any prize in connection with this Competition; or (iv) any third party claim relating to any rights in any design submitted.

9. BY PARTICIPATING IN THE COMPETITION, 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 COMPETITION AND/OR THE PRIZE.

10. By participating in the Competition, 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 Competition, the Cleveland Asian Festival may, in its sole discretion, suspend, modify or terminate the Competition by posting a notice at www.ClevelandAsianFestival.org. If the Competition is terminated before the scheduled end of the Competition 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 Competition, 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.

11. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND ONLY TO THE MAXIMUM EXTENT PERMISSIBLE BY THE APPLICABLE LAW, BY PARTICIPATING IN THE COMPETITION, 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 COMPETITION RULES, THE COMPETITION 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 COMPETITION, 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 COMPETITION RULES, THE COMPETITION 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 COMPETITION, (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OR ACTION ARISING OUT OF OR IN CONNECTION WITH THE COMPETITION, OR ANY PRIZES AWARDED, SHALL

BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (II) ANY CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE COMPEITION, BUT IN NO EVENT ATTORNEY’S FEES.

12. 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.

13. Governing Law. The interpretation and enforcement of these Official Rules will be governed by the laws of the State of Ohio, USA. This Competition is subject to all applicable, as the case may be, national, 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 Competition Rules or the Competition 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 Competition Rules which is found to be invalid by a court of competent jurisdiction shall be deemed to be struck out from these Official Competition Rules.

14. Consideration

The Entrant agrees that the ability to participate in the Competition and to compete for the

prizes offered in connection with the Competition constitute, where required, sufficient consideration for the Entrant’s obligations under these Official Competition Rule.

VI. ACCEPTANCE

1. Entrants agree to be bound by these Official Competition Rules and by the decisions of the Cleveland Asian Festival’s Executive Committee which are final and binding in all

respects.

2. The Cleveland Asian Festival reserves the right to change these Official Competition Rules at any time, in its sole discretion, and to suspend or cancel the Competition or any entrant’s participation in the Competition 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 Competition or the Cleveland Asian Festival otherwise becomes (as determined in its sole discretion) incapable of running the Competition as planned.

3. Entrants who violate these Official Competition Rules, tamper with the operation of the

Competition or engage in any conduct that is detrimental or unfair to the Cleveland Asian

Festival, this Competition 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 Competition. 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 Competition.

4. By entering this Competition, 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.

5. The Cleveland Asian Festival is a family-friendly event. Entrants understand and agree that any performances that contain profanity or offensive language or conduct during the Cleveland Asian Festival or in any promotional appearances for the Cleveland Asian Festival will be immediately disqualified.

6. Entrants will be responsible for all costs they incur to participate, such as video production, travel, hotel, and any others.

ENTRY AND RELEASE FORM

Entrant’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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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 Competition 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. I have read and understand the

Official Competition Rules and agree to be bound by and abide by the terms and conditions set forth herein on my and on the Entrant’s behalf. I also certify that the information and materials provided in and with this Entry and Release Form are true and accurate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Lawful Parent or Legal Guardian Date

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