



“I VOTED” STICKER DESIGN CONTEST 2017 OFFICIAL RULES

Welcome to the official rules for the 2017 NYC Votes “I Voted” Sticker Design Contest. The winning design will be used throughout New York City in projects and programming from NYC Votes, the Campaign Finance Board’s voter education and civic engagement initiative. It will also be printed on “I Voted” stickers, which will be distributed by the New York City Board of Elections (BOE) on Election Day.

By submitting an entry, you agree to be bound by the following rules (“Official Rules”):

- 1. SPONSOR:** The NYC Votes “I Voted” Sticker Design Contest (“Competition”) is sponsored by the New York City Campaign Finance Board (CFB) (“the Sponsor”). This contest is not affiliated with NationBuilder. The New York City Board of Elections (BOE) is responsible for distributing the stickers at polling places on Election Day.
- 2. ELIGIBILITY:** The Competition is only open to residents of the fifty (50) United States and the District of Columbia. Employees of the Sponsor, their immediate family members, and members of their households are not eligible to participate.
- 3. HOW TO ENTER:** To enter, you must submit a design using the Competition Submission Form (“Submission Form”) on the CFB’s Sticker Competition webpage. The Submission Form will open at or around 10:00 AM EDT, on Friday, March 17, 2017, and will close at 5:00 PM EDT, on Friday, April 14, 2017. Late entries will not be accepted. In the event that a technical issue arises while submitting a contest entry, the entrant should immediately contact the Sponsor by sending an email to press@nycffb.info.
- 4. NUMBER OF ENTRIES:** Multiple entries are permitted.
- 5. DESIGN REQUIREMENTS:** Entries must include the phrase “I Voted” and express a message related to voting in New York City. The dimensions of the design should fit on a circular sticker two inches in diameter. To ensure print quality, all designs should be submitted as vector files, or as high-resolution JPGs with a minimum resolution of 300 dpi. The CFB will be incorporating the

NYC Votes and NYC BOE logos into the winning design, or the entrant may decide to do so on their own. The CFB reserves the right to alter designs in order to accommodate the inclusion of these logos.

6. SELECTION OF FINALISTS: Selected CFB and BOE staff will act as judges and will choose a group of Finalists on or around April 19, 2017. Entries will be judged based on the following criteria:

- a) Overall aesthetic or eye-catching ability;
- b) Strength and effectiveness of the design's message, and
- c) Uniqueness or standout factor of the design.

The Sponsor anticipates choosing five Finalists but may accept more or fewer at its sole discretion. The current sticker design may also be included as a finalist at the sole discretion of the Sponsor.

7. PUBLIC VOTING: The Public Voting Period will begin on or about 10:00 AM EDT, on April 20, 2017, and will end at 5:00 PM EDT, on May 3, 2017. During the Public Voting Period, members of the general public may vote for one of the Finalists via the Sticker Competition webpage. The design that receives the most votes during this period will be the winner ("Winning Design"). Each person will be permitted to vote only once. In the event of a tie, the winner will be selected based on the judges' previous overall scores.

8. VOTING RULES: Finalists may tell friends and family about the Competition and ask them to vote for their favorite design, but any activity that the CFB deems fraudulent, unfair, or unethical (such as automated voting using bots, scripts, or other software tools, or one individual casting votes using multiple social media accounts) is not permitted and may result in an entry being removed and/or the entrant disqualified.

9. WINNER VERIFICATION: All potential winners are subject to verification by the Sponsor, whose decisions are final and binding in all matters related to the Competition. A potential winner will be notified via email on or around May 4, 2017, using the contact information provided when the entrant submitted their design. If the potential winner cannot be verified by the Sponsor, the Finalist with the next highest vote total will become the potential winner subject to verification.

10. THE CONTEST WINNER: On or around May 4, 2017, the CFB will announce the Winning Design on the CFB's website, and the winner's name and the Winning Design will be displayed on the NYC Votes social media pages.

11. OWNERSHIP OF ENTRIES: The CFB does not claim ownership rights to your entry or entries. By filling out the submission form on the CFB website to submit an entry and checking the box that acknowledges you have read and agree to these Official Rules and to release of liability, you agree to grant the CFB a non-exclusive, fully paid-up and royalty-free, worldwide license to use,

modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels in perpetuity.

By submitting an Entry, you consent to the use, by the CFB, its affiliates, subsidiaries, parents, and licensees, of your design and your name in connection with the Competition and the CFB's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked.

You acknowledge that the Competition is not sponsored by, endorsed by, administered by, or associated with NationBuilder, and that your entry is being provided to the CFB and not to NationBuilder. You agree that nothing in these Official Rules grants you a right or license to use the CFB's name or any CFB trademark or service mark, except that you may use the official NYC Votes logo in the design(s) you submit as part of the Competition.

12. REPRESENTATIONS AND WARRANTIES: By submitting an entry, you represent and warrant that your entry:

- a) is your own original work;
- b) does not contain material or images that are, in the CFB's sole judgment, obscene, inappropriate for a general audience that may include minors, or defamatory;
- c) does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity;
- d) does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
- e) does not and will not violate any applicable law, statute, ordinance, rule or regulation;
- f) does not feature the likeness of a private individual without that individual's explicit written permission for its use; and
- g) does not trigger any reporting or royalty obligation to any third party.

You further represent and warrant that the rights that you are granting under these Official Rules do not conflict in any way with any other agreement to which you are a party, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

13. ADDITIONAL TERMS AND CONDITIONS

Entry Conditions and Release: By entering the Competition, each contestant agrees to: (a) comply with and be bound by the Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Competition; (b) release and hold harmless the Sponsor, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation,

intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Contestant's entry, creation of an entry or submission of an entry, participation in the Competition, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to a Contestant's participation in the Competition and/or Contestant's acceptance, use or misuse of prize.

Publicity: Except where prohibited, participation in the Competition constitutes Finalists' and the Winner's consent to the Sponsor's and its agents' use of the Finalists' and Winner's names for promotional purposes in any media, worldwide, without payment or consideration.

General Conditions: The Sponsor reserves the right to cancel, suspend and/or modify the Competition, or any part of it, including the dates of the Competition, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Competition, as determined by the Sponsor in its sole discretion, or for any other reason whatsoever. The Sponsor reserves the right in its sole discretion to disqualify any individual or Competitor it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor is not responsible for, nor are they required to count incomplete, late, misdirected, damaged, unlawful or illicit votes, including those secured through payment, votes achieved through automated means or by registering more than one e-mail account and name, using another Contestant's e-mail account and name, as well as those lost for technical reasons or otherwise.

Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition, (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or receipt or use of any prize. If for any reason an entrant's submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is to provide another Submission.

Disputes: Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded, other than those concerning the administration of the Competition or the determination of the Winner, shall be resolved individually, without resort to any form of class action; (2) any and all disputes, claims and

causes of action arising out of or connected with this Competition, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event attorneys' fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsors in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law of conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Sponsor: New York City Campaign Finance Board, 100 Church Street, 12th Floor, New York, NY 10007.