

# COMPETITION TERMS AND CONDITIONS

Terms and Conditions for the Competition:

## **Eligibility:**

*Who is eligible to participate?*

To be eligible to participate in the Competition, you must be a Pennsylvania (“Eligible Participant” or “Participant”). Pennsylvania residents must be over 13 years of age to be eligible to submit, subject to certain requirements below concerning submissions by Participants under the age of 18 years old.

*Who is not eligible to participate?*

Logo Committee Members are not eligible to participate in this Competition.

Members of Logo Committee; employees of members of the Logo Committee; and immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three months out of the year) of the foregoing are not eligible to participate in the Competition.

## **Submissions:**

There is no fee to participate in the Competition. The Competition will open on March 18, 2020 at 12:01am. Eligible Participants who are submitting logos in response to this request for Submissions must submit their Submissions no later than June 30, 2020, 11:59 p.m. EST through the Competition Website, [residence.pa.gov/logo](https://residence.pa.gov/logo). Limit of one Submission per Participant.

Please refer to the Submission Requirements section for information on materials to be included in the Submission.

## **Logo Criteria:**

The logos must satisfy the following criteria:

- 1) Be original works of art.
- 2) Meet the design standards outlined at [residence.pa.gov/logo](https://residence.pa.gov/logo)
- 3) Visually represent the Governor’s Residence.

## **Submission Requirements:**

Participants must submit the following materials with its Submission:

- 1) A Logo Narrative detailing the inspiration for the design;
- 2) A Biography of the artist; and

3) 3) A singular high-res. file in any of the following formats .AI, .PSD, .PDF, .PNG, or JPG format sized to at least 1800 x 1800 pixels using RGB colors at 300 dpi.

Failure to submit all of the required materials through the Participant Submission Form provided on the Competition Website or to follow instructions for submission may result in disqualification.

### **Selection Process:**

A Selection Committee will be formed to review the Submissions and select the winning submission. The Selection Committee will review all submissions during the month of July 2020 and notify the winning Participant via email or telephone call. A public announcement will be made within 6 weeks of the submission deadline.

The Selection Committee reserves the complete and absolute right to disqualify entries that are offensive, obscene, inappropriate, off topic, or fail to meet the eligibility or submission requirements listed above

### **Questions about the Competition:**

Questions about the Competition should be emailed to [RA-GSResLogo@pa.gov](mailto:RA-GSResLogo@pa.gov). Questions and answers may be posted on the Competition Website or answered privately.

### **Payment:**

A payment of \$500 will be provided to the winner (“Awardee”). To receive this Award, the Awardee must register as a Commonwealth of Pennsylvania Supplier and receive a Vendor Number. If the Awardee is under the age of 18, the Awardee’s parent(s)/legal guardian(s) must complete these responsibilities and payment shall be issued to them on behalf of Participant, as applicable.

### **Ownership Rights:**

The logo chosen to become the official Pennsylvania Governor’s Residence logo will become the property of the Commonwealth of Pennsylvania. The Participant who has submitted that logo (or the Participant’s parent(s)/legal guardian(s) on behalf of Participant, as applicable) will transfer all rights in and to the logo and all rights to license its use, modification, and use in secondary works for all purposes, including advertisements or program publicity, to the Commonwealth of Pennsylvania.

The Commonwealth of Pennsylvania will procure the chosen logo pursuant to the Commonwealth Procurement Code, 62 Pa.C.S. Sections 101 et seq. The Awardee who created the logo chosen to be the official Pennsylvania Governor’s Residence logo will be considered a vendor for the purposes of the procurement and agrees and understands that she, he, or it will have to register as a vendor with the Commonwealth of Pennsylvania. Failure to register with the Commonwealth of Pennsylvania as a vendor, if required, will mean that the Commonwealth will not use the chosen logo, and will not receive payment.

Use of the logo chosen as the official Pennsylvania Governor's Residence logo on signage, websites, or in other Pennsylvania Governor's Residence related materials may, but need not, carry a line crediting the Participant

The Participants whose logos were not chosen to become the official Pennsylvania Governor's Residence logo will retain ownership but will grant a limited display license to the Commonwealth of Pennsylvania, for the purpose of displaying the Submissions on publicity materials.

### **Use of Submissions:**

All Participants agree that any and all materials submitted as part of their Submissions may be used as part of promoting and documenting the Competition during and after the Competition in any media worldwide without payment or consideration.

The Selection Committee, at its own discretion, may opt to adjust and/or alter the winning design to meet brand and style guidelines independent of involvement of the participant.

The Selection Committee is not obligated, or required in any way, to utilize a Competition submission as their logo.

### **Terms:**

**Basic Agreement:** Submitting a Submission in the Competition constitutes a Participants agreement to abide by all Competition Conditions and Terms set forth on the Competition Website. Failure to follow the Competition Conditions and Terms may result in disqualification.

**Verification Process:** The logo chosen as the official Pennsylvania Governor's Residence logo will be subject to verification by the Commonwealth of Pennsylvania with regard to items such as clearance of the design or aspect thereof against the infringement of any copyright, trademark, or other ownership right of said design held by any other party. If there is any dispute as to the identity of a Participant, the decision of Commonwealth of Pennsylvania may disqualify the Submission unless the dispute is resolved by the purported Participant to the satisfaction of the Commonwealth of Pennsylvania.

Decisions on verification by the Commonwealth of Pennsylvania are final and binding.

**Applicable Law:** The Competition shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Participant consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Participant agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law. Any legal action relating to this Contract must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

**Nature of Submissions:** Submissions will be deemed submitted at the time received and as confirmed on the Competition Website after clicking “Submit.” Once a Submission is submitted, a Participant may not ask, nor be able to make any changes to the Submission. The Submission may be deemed ineligible if it includes any false, deceptive, and obscene images or words in the logo. All Submissions that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy the Competition Conditions and Terms may be disqualified. The Commonwealth reserves the right to disqualify Submissions at its discretion.

**Participant Representations:** By participating in the Competition, Participant represents and warrants that the Submission:

- 1) is Participant’s own original work;
- 2) does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, or other rights of any person or entity;
- 3) does not feature the likeness of a private individual without that individual’s explicit written permission for its use;
- 4) does not contain material or images that are obscene, inappropriate for a general audience that may include minors, or defamatory;
- 5) does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses, or other potentially harmful programs or other material or information;
- 6) does not trigger any reporting or royalty obligation to any third party; and
- 7) does not and will not violate any applicable law, statute, ordinance, rule, or regulation worldwide.

Participant further represents and warrants that the rights that Participant is granting by participating in the Competition do not conflict in any way with any other agreement to which Participant is a party, or with any commitments, restrictions, or obligations that Participant is under to any other person or entity.

If the submission process available at the Competition Website is not capable of operating as planned for any technical or other reason, the Commonwealth of Pennsylvania will not be liable for any resulting damages. The Commonwealth of Pennsylvania will not be responsible for failures in the receipt of any Submission and are not responsible for the security of any computer through which submission of a Submission is attempted or completed, including any infections by computer virus, tampering, unauthorized intervention, fraud, or technical failures of any kind, or any other causes. The Commonwealth of Pennsylvania reserves the right, at their sole discretion, to disqualify any Submission from any Participant or his/her parent or legal guardian who tampers with the Competition process. The Commonwealth of Pennsylvania assumes no responsibility for any error, deletion, defect, or delay in operation or transmission,

communication failure, theft, destruction or unauthorized access to, or alteration of, the Submissions and which may corrupt or affect the fairness, integrity, security, or administration of the Competition.

### **Copyright Ownership:**

*Works made for hire.* Submissions as part of the Competition are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the Copyright Act of 1976, as amended, 17 United States Code.

*Rights to Commonwealth.* Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Submission in multiple copies, the right to distribute copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Submission and the right to display the Submission.

*Warranty of noninfringement.* Participant represents and warrants that the Submission is original and does not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws and regulations of the United States.

**Participant Agreement and Release:** By participating in the Competition, each Participant agrees to (1) comply with and be bound by the Competition Conditions and Terms and the decisions of the Commonwealth of Pennsylvania which are binding and final in all matters relating to this Competition; (2) release and hold harmless the Commonwealth of Pennsylvania and their agents 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, 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 Participant’s Submission; and (c) hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Participant and its employees and agents, arising out of or relating to a Participant’s participation in the Competition provided the Commonwealth gives Participant prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Participant, the Commonwealth will cooperate with all reasonable requests of Participant made in the defense of such suits. Notwithstanding this section, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Participant to control the defense and any related settlement negotiations. To the extent considered necessary by the Commonwealth of Pennsylvania, any payments due to a Participant hereunder may be

withheld until all claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by any of the Commonwealth of Pennsylvania. This clause shall survive expiration or termination of the arrangements hereunder.

**Patent, Copyright, and Trademark Indemnity:** The Participant warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Competition which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Participant shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Competition.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Participant's written request, it shall be at the Participant's expense, but the responsibility for such expense shall be only that within the Participant's written authorization.

The Participant shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Participant or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Competition.

**Disputes:** In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

**Reservation of Rights:** The Commonwealth of Pennsylvania reserve the right to modify or terminate this Competition at any time without notice. The Commonwealth of Pennsylvania is not liable for any damage, loss, inconvenience, or injury suffered by anyone due to any such modification or termination. The Commonwealth of Pennsylvania is not liable for any damage, loss, inconvenience, or injury suffered by anyone due to any errors or negligence or other action that may arise out of, or in connection with, the Competition.

**Changes to the Terms and Conditions:**

The Commonwealth reserves the right to change the Terms and Conditions at any point during or after the Competition. Changes to the Terms and Conditions will be posted on the Competition Website.

**Failure to Follow the Terms and Conditions:**

Failure to follow any of the Terms and Conditions for this Competition may result in disqualification.