



**NEW YORK CITY DEPARTMENT OF HEALTH
AND MENTAL HYGIENE**
Thomas Farley, MD, MPH
Commissioner

NYC CONDOM ART CONTEST RULES AND REGULATIONS

1. Eligibility

The NYC Condom Art Contest (the “Contest”) is open to legal residents of New York City who are 17 years of age or older. Minors, who are under the age of 18 years on the date of entry, are eligible to be selected as a finalist only if the minor’s parent or legal guardian signs all forms required hereunder on behalf of such minor. Employees of the City of New York, including immediate family members and members of the same household (“families”), members of the Artwork selection panel and their families, and DOHMH advertising agency and Ansell Healthcare Products LLC or any of its parent or affiliate companies’ board members, directors, and employees and their families and DOHMH consultants and their families are not eligible to participate in the Contest.

2. How to Enter

A. No purchase is necessary to enter this Contest. To enter the NYC Condom Art Contest, you may submit your entry to the Department of Health and Mental Hygiene of the City of New York (“DOHMH”) electronically or by mail. An entry can be submitted electronically by following the instructions contained on the website:

www.nyc.gov/condoms

In the alternative, an entry can also be submitted by mail, by mailing the NYC Condom Art Contest entry form and original artwork, postage prepaid, to the following address:

Department of Health and Mental Hygiene
Bureau of HIV/AIDS Prevention & Control
ATTN: Director of Condoms and Materials Distribution
40 Worth Street, CN-A/2, Room 1602
New York, NY 10013

B. Entries must be submitted after 12:01 a.m. on December 14, 2009 and before 11:59 p.m. on January 22, 2010. Electronic submissions will be deemed submitted at the time received and mailed entries will be deemed submitted at the time postmarked. The inclusion of any false, deceptive, and/or obscene images or words in the Artwork will render the entry ineligible. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these rules and regulations shall be disqualified.

- C. Only one entry per person and per e-mail or U.S. Postal Service address will be eligible for consideration and ineligible entries submitted subsequent to the first eligible entry will be disqualified. Entry submissions will not be acknowledged and no submitted Artwork will be returned to the person submitting the Artwork.

- D. If, for any reason, the internet entry portion of the Contest is not capable of operating as planned, including, without limitation, malfunction of any telephone networks, lines, and/or computer online systems, DOHMH will not be liable for any damages resulting from such events. DOHMH is not responsible for failures in the receipt of any entry, whether due to human error or internet or network traffic congestion or for any injury or damage to any computer related to the participation or downloading of any materials in connection with this Contest, and is not responsible for the security of any computer through which submission of an entry is attempted or completed, including any infections by computer virus, bugs, tampering, unauthorized intervention, fraud, or technical failures of any kind, or any other causes. DOHMH reserves the right, at its sole discretion, to disqualify any entry by an individual or his/her parent or legal guardian who tampers directly or indirectly with the Contest process, and to cancel, modify, or suspend the Contest. DOHMH 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 entries that is beyond the reasonable control of DOHMH and which may corrupt or affect the fairness, integrity, security or administration of this Contest. If there is any dispute as to the identity of an internet entrant, the decision of DOHMH may disqualify the entry unless the dispute is resolved by the purported entrant(s) to the satisfaction of DOHMH. From among the finalists, one Artwork will be selected by popular vote on the contest website and the eligible Artwork receiving the most votes will be declared the Grand Prize Winner. The Artwork of the Grand Prize Winner, will be used, in its submitted form, or in modified form, will be used on the condom wrapper for a 2010 limited edition of NYC Condoms to be distributed through the NYC DOHMH Condom Distribution Program network. The NYC Condom distribution program promotes condom use to help prevent the spread of HIV and other sexually-transmitted infections and to help prevent unplanned pregnancy. The program currently provides condoms for distribution in over 2,200 venues, ranging from hospitals to bars/clubs, and in 2008 distributed 41.5 million condoms.

3. Artwork Specifications

- A. The square condom wrapper on which the use of the design entry (the “Artwork”) is to be considered is 59 mm x 59 mm (2.3 inches by 2.3 inches). (For more information on the design layout, please consult the design instructions contained in the FAQs sheet for the Contest on the above noted website.) Image upload for electronic submission is required to have a resolution of at least 300 dpi and an original size of at least 11.5 inches square. In the alternative, if an entrant prefers to submit in a non-electronic form, Artwork may be submitted by an entrant

through the mail and such submissions will be scanned by NYC DOHMH staff before the judging panel considers the entries. Artwork submitted by mail is required to at least 11.5 inches square.

- B. All Artwork must be original to the entrant and free of any claims for use of secondary artwork. Entrant (or, if entrant is a minor, the parent or legal guardian of the entrant) agrees and acknowledges that there will be no compensation of calculable monetary value for Artwork usage.

4. Winner Selection

- A. A limited number of Artwork entries, no more than five, will be selected by a non-partisan selection panel. Those Artwork entries will be eligible to take part in the final selection by internet voting on the DOHMH Condom Distribution Program website. The selection panel will be composed of persons who have advertising, art, design, and/or condom manufacture and Condom Distribution Program expertise and selection will be made by the panel based on the programmatic, promotional and artistic value of the Artwork. The selection panel will meet during the period between February 1 and February 5, 2010. The odds of winning depend on the number of eligible entries received, the artistic and promotional value of each individual Artwork entered, and the number of votes received by each of the Artwork finalists. Upon completion of the selection process by the panel, DOHMH will notify the entrants whose Artwork has been selected for the final round of the selection process. If the entry was received by internet, the notification will be sent to the email address provided by the entrant. If the entry was received by U.S. mail, the notification will be sent by mail, or by overnight courier, to the postal address provided by the entrant. In the alternative or in addition, telephone notification may be used for all finalists. From among the finalists, one Artwork will be selected by popular vote. The finalists' Artwork will be displayed on www.nyc.gov/condoms, where website visitors will be asked to vote for their favorite Artwork during the period from February 14 through February 28, 2010. On March 10, 2010, the Grand Prize Winner will be announced. The Artwork of the Grand Prize Winner, selected by popular vote, will be used, in submitted or modified form, on the condom wrapper for a 2010 limited edition of the NYC Condoms to be distributed through the NYC DOHMH Condom Distribution Program Network. The Artworks, in submitted or modified form, of the other finalists may be used in various campaigns and initiatives of the NYC Condom Distribution Program.
- B. If any entrant does not respond to notification of preliminary Artwork selection within five calendar days after the first attempt by DOHMH to contact the winner takes place, then the panel may select another entry to replace such preliminary entrant's Artwork selection.
- C. In order to be eligible to be declared a finalist, within seven days after entrant's notification that the entrant's Artwork has been selected as a finalist, the entrants selected by the panel must complete and, either the entrant, or if the entrant is a

minor, then the parent or legal guardian on behalf of such minor, must sign a Contest eligibility and liability/advertising release and indemnification in the form required by DOHMH, confirming his or her compliance with these rules and regulations and releasing the City of New York and its employees, all persons involved in the DOHMH Condom Distribution Program and DOHMH advertisers and consultants and their respective employees, directors, officers and agents from all liability.

- D. If, after preliminary selection as a finalist, an entrant is not eligible or cannot be contacted by DOHMH within the five business days following preliminary selection, the DOHMH selection panel may select a replacement entrant's Artwork, and DOHMH and the members of the selection panel shall be released and discharged from any liability or responsibility for such substitute selection.
- E. No notice of the selections made will be given to any other entrants other than posting on the DOHMH Condom Distribution Program website. By entering this Contest, the entrants agree to abide by these rules and regulations and agree that the decisions of DOHMH and its selection panel are final.
- F. There are no cash or other prizes with a calculable monetary value. The sole goal of this Contest is to open up the design process to New Yorkers who may gain exposure for their creative talents in the pursuit of public health purposes. The use of a website vote to choose the final Winner of this Contest from among the selected finalists is to invest New Yorkers with meaningful participation in the Condom Distribution Program.

5. Artwork Use

Submission of artwork by an entrant grants DOHMH permission to display the artwork with or without the name and age of the entrant online at its websites for the purpose of evaluation and promotion of the Contest and the goals of its NYC Condom Distribution Program. Entrant (or entrant's Parent/legal guardian on behalf of entrant, as applicable) agree and acknowledge that upon submission of the Artwork, and thereafter, DOHMH is free to utilize the Artwork in any format, medium and media for any purpose. Entrant (or entrant's Parent/legal guardian on behalf of entrant, as applicable) will be required to transfer all rights in and to the Artwork and to license its use, modification, and use in secondary works for all purposes, including advertisements or program publicity, to the City of New York before being selected as one of the finalists by the selection panel eligible for consideration as the final Design Contest Winner.

6. Information Provided

The submission of an entry constitutes each entrant's permission to print and/or post the entrant's name, age and/or Artwork in all mediums, media and formats, and permission by each of the finalists to the use of his/her name, photograph, and/or voice recordings and likenesses for advertising and program publicity purposes, in all

media without compensation or additional permission, except where prohibited by law.

7. Reservation of Rights

DOHMH reserves the right to withdraw, amend or terminate this Contest at any time without notice. DOHMH is not responsible for any damage, loss, inconvenience, or injury suffered by anyone due to any termination, discontinuance, or modification of this Contest. DOHMH is not liable for any errors or negligence that may arise out of, or in connection with, the Contest. DOHMH is not liable for injuries, death, damages, or losses of any kind resulting from acceptance of winner status and publicity arising out of or in connection with this Contest.

8. Applicable Laws

This Contest is subject to all applicable federal, state and municipal laws and regulations and is void where prohibited. This Contest shall be governed by and construed in accordance with the laws of the State of New York, and the venue for all controversies shall be located exclusively in the City and State of New York.

9. Release of Liability

All persons submitting, or attempting to submit, Artwork for consideration in the Contest, and entrants, including Winners, hereby release DOHMH and its employees, partners, affiliates, Condom Distribution Program participants, distributors of condoms and program materials, agents, representatives, advertising contractors and consultants, and distributors of condoms provided by or through the City from any and all liability, including personal injury, death, damages, monetary losses, risks of travel, and/or attendance at, public events, arising as a result of, or otherwise related to, their participation in the Contest and/or use of the Artwork for NYC Condom media campaigns, condom packaging, and Condom Distribution Program purposes and any disqualification or omission from participation in the Contest, however arising.