



Official Rules:

Official Rules for the Campus Sexual Assault Poster Contest – New York City Police Department

NO PURCHASE NECESSARY TO WIN. By submitting an entry to the **NYPD Poster Contest**, you are agreeing to be bound by the following legal terms.

1. The **NYPD Poster Contest**, (the "Competition") will begin at 7:00:00 AM Eastern Standard Time ("EST") January 16, 2018 and end at 8:00:00 PM EST on February 21, 2018, ("Competition Period"). The Competition is sponsored by the New York City Police Department ("Sponsor"). Multiple entries are **NOT** permitted. Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws in your jurisdiction before participating in the Competition to make sure that your participation is legal and to ensure that you comply with all relevant laws. You are responsible for obtaining all passports, visas, and other government-required documents and permissions needed to use a prize.
2. **ELIGIBILITY:** The Competition is open only to students who attend colleges or universities in the City of New York at the time of entry. Void where prohibited by law. Employees of Sponsor, the City of New York, and the judges or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Competition and their immediate family (spouse, parents and step-parents, sibling and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible to participate and receive prizes. The Competition is subject to all applicable United States federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsors' decisions, which are final and binding in all matters related to the Competition. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. **HOW TO ENTER:** To enter, e-mail submission to collab.policing@nypd.org beginning at 7:00:00 AM Eastern Standard Time ("EST") January 16, 2018 and end at 8:00:00 PM EST on February 21, 2018, (the "Entry Period"). For your entry, you must enter your First Name, Last Name, Email Address, mailing address and school you currently attend (collectively the submission and any associated text are your "Entry"). Entries should relate to the Campus Sexual Assault Poster Contest. Please do not include content such as photos, images, designs, or other trademarked or copyrighted material/s that you do not own or have permission to use. Duplicate entries may be cause for disqualification.
4. **JUDGING PERIOD:** The Judging Period will begin at 9:00:00 AM EST on February 26, 2018, and end at 5:00 PM EST on March 9, 2018. Sponsor will appoint a panel of five judges.
5. **JUDGES:** The judging panel will consist of personnel from the NYPD and the New York City Police Foundation.

The panel of judges will select three (3) Finalist entries (the "Finalists") in its sole discretion from among all of the entries. All entries will be judged based on the following criteria, in the sole discretion of the panel of judges:

- (a) Clear message conveyed by the text and artwork;
- (b) Required goal is addressed;
- (c) Design includes the following statement: "Call 911 if in immediate danger, otherwise call the NYPD Special Victims Division 24 hour Hotline at (646) 610-7272."
- (d) Demonstrates creativity, originality and artistic quality;
- (e) Easy to read – visual clarity;
- (f) Design is visually appealing;
- (g) The Release Form is completed and submitted with the poster;
- (h) No copyrighted artwork, characters, or name brands (e.g., Coke; Pepsi) are used in the poster;
- (i) Poster is free of spelling and grammar errors.

The three (3) entries with the highest overall score will be the three (3) potential Finalists. In the event of a tie, Finalists will be selected based on the criteria described in (a), then (b), and finally (c).

- 6. FINALISTS:** The three (3) entries that receive the highest overall scores from judges during the Judging Period will be potential Finalists. Potential Finalists will be notified and confirmed on or about March 12, 2018, by email from the Sponsor. Each potential Finalist will be asked to provide contact information and sign and return an affidavit. If a potential Finalist does not respond to Sponsor's notice or does not return the affidavit within seven (7) days, that potential Finalist may be disqualified and the entry with the next highest score ranked by the judges will be selected as a potential Finalist in its place. The Finalists will be announced on March 19, 2018, via e-mail and United States Postal Service first class mail.
- 7. WINNER SELECTION: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION.**

A potential winner will be notified via email on or about March 19, 2018, using the contact information provided by the entrant at the time the entrant becomes a Finalist. The potential winner will be asked to complete an affidavit. If the potential winner does not respond to Sponsor's notice or does not return the affidavit within seven (7) days, that potential winner will be disqualified and the entry with the next highest number of public votes will be selected as a potential winner in its place. Return of any notification email as "undeliverable" or failure to fully comply with these Official Rules will result in disqualification. In the event of disqualification of any potential winner, the prize will be forfeited by that potential winner and the panel of judges will select a new potential winner from among the Finalists. Sponsor is not responsible for notifications that are misdirected, addresses that are no longer correct, or for any other reason beyond the control of Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, Sponsor may award the applicable prize to an alternate winner who had the highest score remaining of the eligible entries. If the selected Winner/s is not eligible, in Sponsor's sole judgment, the judging panel will select a new Winner from among the Finalist entries.
- 8. THE PRIZES:** No substitution of prizes is permitted except by Sponsor. Prize is not assignable or transferable. Limit one prize per person. If Winner cannot participate for any reason, Winner will forfeit the prize and Sponsor may, at its option and in its sole discretion, select an alternate winner or the prize may not be awarded. All of the prize elements are subject to change and shall be determined by Sponsor in its sole discretion.

All federal, state and local income taxes on prize and gratuities are solely the responsibility of the Prize Winner. Payments to potential Prize Winner are subject to the express requirement that they submit to the Sponsor all documentation requested by the Sponsor in compliance with all applicable state, federal and local tax reporting and withholding guidelines. All Prizes will be net of taxes Sponsor is required by law to Withhold. The Prize Winner is responsible for ensuring that he/she complies with all the applicable tax laws and filing requirements. If the Prize Winner fails to provide such documentation or comply with such laws, the prize may be forfeited and the Sponsor may, in its sole discretion, select an alternative potential Prize Winner.

- 9. OWNERSHIP OF ENTRIES:** By participating in this contest, you agree that the Sponsor retains all ownership rights in your Entry. By participating in this contest, you agree to be bound by these Official Rules and grant Sponsor 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 format through any media channels in perpetuity.

By submitting an Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Competition and Sponsor'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 agree that nothing in these Rules grants you a right or license to use the Sponsor's name or any Sponsor trademark or service mark. You agree that participation in this contest does not create an employer/employee relationship between you and Sponsor, nor does it create a special relationship between you and Sponsor.

- 10. WARRANTIES:** By submitting an Entry, you represent and warrant that your Entry:
1. is your own original work;
 2. does not contain material or images that are, in Sponsor's sole judgment, obscene, inappropriate for a general audience that may include minors, or defamatory;
 3. does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity;
 4. does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
 5. does not feature the likeness of a private individual without that individual's explicit written permission for its use;
 6. does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
 7. 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.

11. OTHER THINGS TO KNOW

Entry Conditions and Release



By entering, each Contestant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor, and/or the Competition judges which are binding and final in all matters

relating to this Competition; (b) release and hold harmless the Sponsors, and their respect parent, subsidiary, and affiliated companies, the prize suppliers 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 Sponsors 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 winner's consent to Sponsor's and their agents' use of finalists and winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purpose in any media, worldwide, without further payment or consideration.

General Conditions

Sponsors reserve the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor beyond Sponsors' reasonable control impairs the integrity or proper functioning of the Competition, as determined by Sponsors in their sole discretion.

Sponsors reserve the right in their 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, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsors are 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 another provide another Submission. No more than the stated number of prizes will be awarded.

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 winners, 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.

Privacy

To view the privacy policy for the City of New York website go to:
<http://www1.nyc.gov/home/privacy-policy.page>

Competition Results

For Competition results go to: <http://www.nyc.gov/nypd> on or March 19, 2018.

Sponsors

New York City Police Department, One Police Plaza, New York, NY 10038.