

## **2018 811 BALLOON ARTWORK CHALLENGE RULES**

NO PURCHASE IS NECESSARY, REQUIRED, OR PERMITTED TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. Contest and Eligibility**

The 2018 811 Balloon Artwork Challenge ("Contest") is not a game of chance but is a competition between eligible entrants based on their skill and the creativity of their entries in supporting the theme of the Contest, that is, increasing awareness of calling 811 in connection with the prevention of damage to underground facilities ("Theme"). The 2018 811 Balloon Artwork Challenge Winner will be determined by a Sponsor-formed committee that includes representatives of Sponsor and the owner of the 811 Balloon ("Committee"), as described further below in these 2018 811 Balloon Artwork Challenge Rules ("Rules") and not by chance. Sponsor and the owner intend to place the winning entry artwork on the 2018 811 Balloon in support of the Theme. The owner of the 2018 811 Balloon intends to fly and land the balloon to and at various locations in the United States in support of the Theme and the Purposes of the Contest (as defined below). No purchase from or other consideration provided to the sponsor of the Contest, the Common Ground Alliance ("CGA"), is required, permitted, or will be accepted to enter the Contest.

The Contest is open only to members in good standing of the CGA, who, if they are natural persons, are lawful residents of one of the fifty (50) United States or the District of Columbia, or, if they are entities, are lawfully doing business in one of such states or district, and who, if they are natural persons, are at least eighteen (18) years old at the time of entry. Employees of CGA and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.

The Contest is subject to federal, state, and local laws and regulations. The Contest is void where prohibited by law.

### **2. Sponsor**

The Contest is sponsored by CGA ("Sponsor"), 707 Prince Street, Alexandria, VA 22314.

### **3. Agreement to Rules**

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Rules, other tangible or electronic documents issued by the Sponsor in connection with the Contest ("Documents"), and the decisions of the Sponsor, which are final, binding, and in the sole discretion of the Sponsor ("Decisions"). Winning a prize is contingent upon being compliant with these Rules, the Documents, the Decisions, and fulfilling all other requirements set forth in the Rules, the Decisions, and the Documents.

### **4. Contest Period and Contest Entries**

The Contest begins on \_\_\_\_\_, 2017 at 8:00 AM Eastern and ends on \_\_\_\_\_, 2017 at 11:59 PM Eastern (the "Contest Period"). Entries that are submitted before or after the Contest Period are disqualified. Entries that do not comply with the Rules, Documents, or Decisions are disqualified.

Each Contest entry must be comprised of original artwork by the entrant focused on the Theme. The artwork must be capable of transfer to the 811 Balloon such that the artwork is visible to persons viewing the 811 Balloon when it is moored to the ground. Any content in the artwork submitted by the entrant that is not original must be identified by the entrant and must be properly licensed by the content

owner(s) to the entrant, to Sponsor, and, through Sponsor, to the owner of the 811 Balloon for Purposes of the Contest (as defined below) or be in the public domain, as determined in the sole discretion of the Sponsor. Proof of such proper license or public domain for such content must be submitted by entrants with the applicable Contest entry. Each entrant warrants, covenants and represents that Contest entry(ies) submitted by the entrant are original, are properly licensed or in the public domain, comply with these Rules, the Documents, and the Decisions, and do not infringe third party rights or interests, including, but not limited to, intellectual property rights. Entries not in compliance with the Rules, the Documents, or the Decisions are disqualified. The Purposes of the Contest shall be as set forth in the Rules, the Documents, and/or the Decisions (“Purposes”).

## **5. How to Enter**

Entries must be submitted online by eligible participants during the Contest Period at *[INSERT LINK]* or other site determined by the Sponsor. All entries, upon submission, become the sole and exclusive property of the Sponsor and will not be acknowledged or returned. Entry submitters hereby assign and transfer to CGA in perpetuity all rights, title, and interests in submitted Contest entries, including, without restriction, all intellectual property rights therein. If entries contain licensed content, entry submitters shall arrange, at no cost to CGA, for licensing of such content to CGA and, through Sponsor, to the owner of the 811 Balloon for the Purposes of the Contest as described in the Rules, the Documents, and the Decisions.

## **6. Contest Winner**

On or about \_\_\_\_\_, 2017, the Sponsor will determine and announce the potential winner of the Contest based upon the determination of the Committee. The factors to be considered by the Committee in determining the winner shall include artistic skill in production of the entry, creativity of the entry in supporting the Theme and the Purposes, and compliance with entry requirements. The potential winner must also be an eligible entrant who has submitted Contest entry(ies) that comply with the Rules, Documents and Decisions..

## **7. Winner Notification**

The potential winner will be notified in person or by email, mail or phone, as determined by Sponsor. The potential winner will be required to complete, sign (including electronic signature), and submit a Declaration of Compliance (substantially the same as the declaration attached to these Rules) within five (5) days of the date notice or attempted notice is sent, in order to claim the potential winner’s prize. If the potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. If the potential winner is at least eighteen (18) but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners behalf and fulfill any other requirements imposed on the winner set forth herein. The potential winner must continue to comply with all terms and conditions of these Rules, the Documents, and the Decisions, and winning is contingent upon fulfilling all requirements. In the event that a potential winner or the potential winner’s Contest entry is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner determined by the Committee.

## **8. Prizes**

Sponsor and Owner intend to place the actual Contest winner’s artwork on the 811 Balloon for a period determined by Sponsor and Owner.

## **9. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned by the Sponsor for any other

reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Rules, the Documents, and the Decisions or (b) terminate the Contest and, in the event of termination, award the prize to the potential winner that submitted entry(ies) as of the date of termination in compliance with paragraph 7 of these Rules. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules, the Documents or the Decisions or in a disruptive manner. Any attempt by any person to damage the Contest entry website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Rules shall not constitute a waiver of that provision.

#### **10. Release and Limitations of Liability**

By participating in the Contest, each entrant agrees to release, indemnify, and hold harmless the Sponsor, the owner of the 811 Balloon, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, members, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of entrant's participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) claims of infringement of intellectual or other property rights, claims arising from entrant's non-compliance with the Rules, the Documents, or the Decisions, personal injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the entrant's cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### **11. Disputes, No Class Actions, and Applicable Law**

Except where prohibited by law, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and by the appropriate state or federal courts located in the Eastern District of Virginia. Entrants shall not object to jurisdiction and venue of such courts. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Virginia, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Virginia.

**DECLARATION OF COMPLIANCE**

The undersigned hereby declares the following under penalty of perjury:

1. I/we submitted an entry for the 2018 811 Balloon Artwork Challenge;
2. I/we and such entry complied in all respects with the 2018 811 Balloon Artwork Challenge Rules (“Rules”) and Documents and Decisions described in the Rules.
3. I/we agree(s) with, accept(s), and is(are) bound by the Rules, the Documents, and the Decisions.

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Signature]*

Dated: \_\_\_\_\_