

## Official Rules and Terms and Conditions, 2023 “I Voted!” Sticker Contest

Please read these Official Rules and Terms and Conditions carefully. Any person submitting a sticker design, image, drawing, picture, photograph (“Sticker Design”) to the San Francisco Department of Elections (the “Department”), for the 2023 “I Voted!” Sticker Contest (the “Contest”), agrees to be legally bound by these Terms and Conditions.

### SPONSORSHIP

The Contest is administered by the Department, an agency of the City and County of San Francisco (the “City”), located at 1 Dr. Carlton B. Goodlett Place, City Hall, Room 48, San Francisco, California, 94102. There is no purchase necessary to enter or win.

### ELIGIBILITY

The Contest is open to, an individual who during the Submission Period (defined below) is: (a) a resident of the City or enrolled as a student at a school, college, or university located in the City; and (b) at least 18 years old, except where prohibited by law. Employees and officers of the City and their immediate family members\* are not eligible to participate in this contest.

\*Immediate family refers to a person’s parents, siblings, spouse, child by blood, adoption or marriage, grandparents and grandchildren.

### SUBMISSION PERIOD

The submission period begins on August 21, 2023, at 08:00 am Pacific Time (“PT”), and ends on September 22, 2023, at 11:59 pm PT (the “Submission Period”). To be eligible for the Contest, ALL ENTRIES MUST BE SUBMITTED DURING THE SUBMISSION PERIOD. The Department may, at its sole discretion, extend the duration of the Contest at any time without prior notice. Entrants’ participation in the Contest during any extended period shall be governed by these Terms and Conditions.

### DESIGN REQUIREMENTS

Entrants must use their artistic skill to design an “I Voted!” Sticker Design that is unique, relevant to San Francisco, and evocative of civic engagement. A Sticker Design submission (“Submission”) must adhere to the following design guidelines:

- Must include the words “I Voted!”
- Must be an original artwork and must not include stock photos or borrowed images.
- Must not include copyrighted characters, product logos, trademarked or brand names.
- Must not contain references to any candidates, political parties, or advocate for or against any issue.
- Must not include images or words considered to be obscene, violent or defamatory.
- Must not include any dates or years.
- Should be unique and relate to San Francisco.
- Must be designed using the Department’s circular design Template.

Templates are available for download at [selections.org/stickercontest](https://selections.org/stickercontest), may be picked up from the Department’s office in City Hall, or may be mailed to entrants upon request. Translated text in the Template must not be altered or removed and must remain legible. Entrants are permitted to change the color(s) of the translated text only.

Submissions may be created using graphic design software such as Adobe Photoshop, Illustrator, or InDesign. Entrants may not use an AI art generator to create Submissions. Digital files must be submitted as vector files or

high-resolution JPEG images. Submissions may be hand-drawn using pencils, pens, crayons, markers, paint, or other mixed media tools.

Original Submissions must be maintained by the entrant and must be made available to the Department upon request.

## HOW TO ENTER

Entrants may enter as many times as they want. If you are chosen as a Winner (defined below), you must attest to your ownership and rights to the Submission and be willing to disclose certain information in order to be eligible to receive any Prize (defined below).

All Submissions must be submitted with a Sticker Contest Entry Form (the "Entry Form"). The Entry Form is available for download at [sfelections.org/stickercontest](https://sfelections.org/stickercontest), may be picked up from the Department's office in City Hall, or may be mailed to entrants upon request.

Submissions will be accepted online, via email, in-person, or by mail.

To enter online: Visit [sfelections.org/stickercontest](https://sfelections.org/stickercontest), complete the online Entry Form, and upload your Submission file. Hand-drawn or paper Submissions may be scanned and uploaded as PDF files.

To enter by email: Download and complete the Entry Form. Email the completed Entry Form and Submission to [sticker.contest@sfgov.org](mailto:sticker.contest@sfgov.org).

To enter in person or by mail: Download and complete the Entry Form. Deliver Entry Form and Submission to City Hall, Room 48. Completed Entry Forms and Submissions may also be mailed to the Department at 1 Dr. Carlton B. Goodlett Place, City Hall, Room 48, San Francisco, CA 94102. To be accepted, mailed Submissions must be postmarked on or before September 22, 2023.

## SUBMISSION GUIDELINES

All Submissions must be received during the Submission Period as outlined herein. No other methods of entry will be accepted. All Submissions received by the end of the Submission Period that are complete and otherwise qualified will be eligible to win. Submissions will not be acknowledged or returned. The Department is not responsible for incomplete, late, lost, delayed, damaged, misdirected, incomplete, void, corrupted, garbled, illegible, or unintelligible Submissions and such Submissions will be void and and/or not reviewed.

All Submissions must be original works of authorship, created by you. You agree to indemnify the Department against any and all claims of infringement from any third party for the Department's use of your Submission.

## PUBLICITY

The Department reserves the right, in its sole discretion, to use any Contest participant's name, photograph, and hometown name for the purpose of publicity, advertising, marketing or promotion without prior notice or compensation.

## LICENSE

By submitting a Sticker Design to the Department, you hereby provide an exclusive, irrevocable, perpetual, and worldwide license to the Department to use, copy, reproduce, distribute, prepare derivative works, and display or publish your Sticker Design in any and all media now known or hereafter devised throughout the world, for any purpose whatsoever, including, but not limited to, marketing and promotional purposes without any additional compensation. The Department reserves the right to use any Contest participant's Sticker Design, in whole or in part,

including any modifications or amendments thereto. Submission of a Sticker Design in the Contest does not obligate the Department to use such Sticker Design. In the event that the Department's use of the Sticker Design creates trademark, service mark or trade dress rights, City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

## SELECTION OF WINNERS

Contest Winners ("Winners") will be selected in two steps.

STEP ONE: On or about September 25, 2023, and ending on or about October 7, 2023, the Panel will select nine Qualified Submissions based on the following 30-point scale (each, a "Finalist").

Compliance with Design Requirements: Yes or No;

Artistic Skill and Excellence (up to 10 points);

Uniqueness of Design (up to 10 points);

Design's Relevance to San Francisco (up to 10 points);

NOTE: In the event of a tie, tying entries will be rescored, with double weight being given to the Design's Relevance to San Francisco category.

STEP TWO: On or about October 10, 2023, Department will post a link to a SurveyMonkey poll for the public to select their favorite Finalist Submission. Selection period opens on or about October 10, 2023, and ends on or about October 17, 2023. Members of the public who wish to select their favorite Finalist Submission in person may do so at the Department's office in City Hall during the selection period described herein.

The Finalist Submission with the highest number of online and in-person selections will be the Contest grand prize winner (the "Grand Prize Winner"), and the remaining two Finalists will be runners-up Winners. There will be three Contest winners total – one Grand Prize Winner, one first runner-up Winner, and one second runner-up Winner. The Winners will be determined as outlined herein and will be announced on or around October 26, 2023.

## PRIZES

GRAND PRIZE: The Grand Prize Winner will receive One Thousand U.S. Dollars (\$1,000.00).

RUNNERS-UP: The first runner-up will receive Five Hundred U.S. Dollars (\$500.00). The second runner-up will receive Three Hundred U.S. Dollars (\$300.00).

(collectively the "Prizes" and each, a "Prize")

The decision of the Panel and the Department regarding any Winner of the Contest is final, including, but not limited to, any decision that no Winner will be chosen.

Contest Winners will be required to sign and return a W9 Form. Contest Winners will also be required to sign and return a Declaration of Eligibility and Liability/Publicity Release (the "Declaration") and any other legal documents that the Department or Department's representative requests within one week of notification (e.g., email or phone call) from the Department of the Winner's status. Failure to respond timely to the notification may result in forfeiture of the Prize and, in such case, the Department may choose the next highest-scoring Submission from the remaining Submissions to determine a Winner.

All expenses, fees, tariffs, and taxes will be responsibility of the Winners. Entrants may not resell, assign, or transfer any of their rights in their Submissions under these Official Rules. No assignment, transfer, or substitution of the

Prize is permitted, but the Department reserves the right to substitute a Prize for one of comparable or greater value should the Prize become impracticable to award or unavailable for any reason.

#### OTHER TERMS AND CONDITIONS

The Department shall not be liable for: (i) phone system, phone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays, or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of Submission or other materials; (iii) any injuries, losses, or damages of any kind, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation or invasion of privacy caused by the Prize or resulting from acceptance, possession, or use of the Prize, or from participation in this Contest; and (iv) any printing, typographical, administrative, or technological errors in any materials associated with this Contest. The Department disclaims any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Contest.

The Department reserves the right, in its sole discretion, to cancel, modify, or suspend this Contest should a virus, bug, computer problem, unauthorized intervention, or other cause beyond the Department's control, corrupt the administration, security, or proper play of this Contest. The Department also reserves the right to cancel or suspend this Contest for any reason at any time, in which case, Submissions will not be returned and may be destroyed. Contest participants shall be bound by such changes, amendments, revisions, supplements, deletions, variations, additions, modifications, cancelations, terminations or suspensions.

Use of automated entry devices or programs is prohibited. Any attempts to illegally access the Department's website, enter this Contest or increase entries via a bot script, device, or brute-force attack will result in disqualification, including rendering that IP address ineligible for the entire Contest. Caution: Any attempt to deliberately damage or undermine the legitimate operation of this Contest may be in violation of criminal and civil laws and will result in disqualification from participation in this Contest. Should such an attempt be made, the Department reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

By participating in this Contest, you agree to be bound by these Terms and Conditions, which are governed by the laws of the State of California. The Department and all Contest participants irrevocably agree that the courts of the State of California shall have exclusive jurisdiction to settle any dispute which may arise in connection with these Terms and Conditions or the Contest and submit all such disputes to the jurisdiction of the courts in San Francisco, California.