

By submitting an entry, you agree to be bound by the following "Official Rules" of the contest:

### 1. SPONSOR

This contest is sponsored by the Cape Girardeau County Clerk's office.

### 2. ELIGIBILITY

- Resident of Cape Girardeau County, Missouri
- Currently in the 9th through 12th grade (or the equivalent for homeschooled students)
- Immediate family members of the Sponsor or members of their household are not eligible to participate.

### 3. HOW TO ENTER

The contest will begin on September 1, 2017. To enter, you must submit your artwork, Design Entry Form, and Parental Consent Form (for minors under 18 years of age) electronically to [amseabaugh@capecounty.us](mailto:amseabaugh@capecounty.us). **All artwork must be received by 5:00 p.m. on October 31, 2017.** Late entries will not be accepted. Multiple entries are permitted. No entry fee is required to participate in the contest. If questions or technical issues arise, contact the Sponsor at [amseabaugh@capecounty.us](mailto:amseabaugh@capecounty.us), [kclark@capecounty.us](mailto:kclark@capecounty.us), or (573)243-3547.

### 4. DESIGN REQUIREMENTS

The design must include the phrase "I Voted" and contain the theme of voting and elections in the State of Missouri or the United States. The dimensions of the design should fit on a circular sticker two inches in diameter. To accommodate print quality, designs should be submitted as vector files, or high-resolution JPG files with a minimum resolution of 300 dpi. The Sponsor may require the original artwork of the finalists to be submitted for print quality purposes, therefore, contestants should maintain their original artwork.

### 5. JUDGE CRITERIA OF FINALISTS

Designs will be evaluated by a panel of judges using the following criteria:

- Artistic Skill and Technique Excellence
- Meaningful and Consistent Theme
- Uniqueness of the Design

There will be only one round of judging to select the finalists. The judges will select three to five finalists but more or fewer may be selected at the discretion of the Sponsor. Finalists will be announced by November 8, 2017.

The panel of judges will consist of the following individuals:

- Kara Clark Summers, County Clerk/Local Election Authority of Cape Girardeau County
- Allen Seabaugh, Chief Deputy County Clerk/Supervisor of Elections of Cape Girardeau County
- Dr. Rick Althaus, Professor of Political Science at Southeast Missouri State University
- Emily J. Denlinger, Associate Professor of Digital Art at Southeast Missouri State University
- Don Greenwood, Local Artist and Musician of Downtown Cape Girardeau

## **6. PUBLIC VOTING**

The public voting period will begin around November 13, 2017 and will end on November 27, 2017. Members of the general public may vote for their sticker of choice amongst the selected finalists. The design that receives the most votes during the voting period will be the winner. Each person will be permitted to vote only once. The judges' overall scores when selecting finalists will be used to determine the winner in the event of a tie.

## **7. VOTING RULES**

Finalists are encouraged to tell family and friends about the competition and ask them to participate in voting. Activity that deems to be fraudulent, unfair, or unethical is not permitted and may result in the removal of a design entry or disqualification of a contestant.

## **8. VERIFICATION OF WINNER AND FINALISTS**

All potential winners and finalists are subject to verification by the Sponsor. A potential winner and first and second runners-up will be notified by December 1, 2017 using the contact information provided on the Design Entry Form. If the winner and runners-up cannot be verified, the Sponsor will fill the positions with the finalist(s) with the next highest votes from the public voting.

## **9. CONTEST WINNER AND RUNNERS-UP**

- The winner's artwork design will be used as the official "I Voted" Sticker of Cape Girardeau County, Missouri for the 2018-2019 election years and will be offered to all voters who cast ballots in elections during those years.
- The winner, first runner-up, and second runner-up will have their name, school name, and a copy of their artwork on display at each polling location in Cape Girardeau County on Election Day, on the Cape Girardeau County website, and social media outlets run by Cape Girardeau County.
- The name and artwork of finalists may appear on media outlets such as television, radio, and newspaper and their respective social media platforms.

## **10. OWNERSHIP OF ENTRIES**

The Sponsor does not claim ownership to the contest entries. By completing the Design Entry Form and submitting artwork, you are acknowledging that you have read and agree to these Official Rules and to release of liability. In addition, you agree to grant the 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 design entry, including without limitation the right to distribute all or part of your design entry in any media or social media formats and channels in perpetuity.

By submitting a design entry, you agree and consent to the use of your design, name, school name, and photograph by the Sponsor, its affiliates, subsidiaries, parents, and licensees in connection with the contest and related marketing activities, in any media format or channels 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.

## **11. REPRESENTATIONS AND WARRANTIES**

By submitting an entry, you agree that your entry:

- is your original artwork;
- does not contain words or images that are obscene, inappropriate, or defamatory, according to the judgement of the Sponsor;
- does not infringe or violate the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity;

- does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses, or other harmful programs or information;
- does not and will not violate any law, statute, ordinance, rule, or regulation;
- does not feature the likeness of private individuals without the individuals' explicit written permission for its use;
- does not trigger any reporting or royalty obligation to any third party; and
- **does not contain any words, symbols, or images that are partisan in nature to any political party, ideological thought, or controversial issue.**

You also agree that the rights that you are granting under these Official Rules do not conflict with any other agreement to which you are a party or have entered into, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

## 12. OTHER TERMS AND CONDITIONS

**Entry Conditions and Release:** By entering the contest, each contestant agrees to:

- a) Comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this contest;
- b) release and hold harmless the Sponsor, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the contest, and all of their respective past and present officers, directors, employees, agents and representatives ("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 contest, 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 Sponsor 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 contest and/or contestant's acceptance, use or misuse of prize.

**Publicity:** Except where prohibited, participation in the contest constitutes finalists' and the winner's consent to the Sponsor's and its agents' use of the finalists' and winner's names for promotional purposes in any media, worldwide, without payment or consideration.

**General Conditions:** The Sponsor reserves the right to cancel, suspend and/or modify the contest, or any part of it, including the dates of the contest, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the contest, as determined by the Sponsor in its sole discretion, or for any other reason whatsoever. The Sponsor reserves the right in its sole discretion to disqualify any individual or competitor it finds to be tampering with the entry process or the operation of the contest 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 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 from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor is 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:

- a) 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 contest;
- b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software;
- c) unauthorized human intervention in any part of the entry process or the contest;
- d) technical or human error which may occur in the administration of the contest 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 to provide another submission.

**Disputes:** Entrant agrees that:

- a) any and all disputes, claims and causes of action arising out of or connected with this contest, or any prizes awarded, other than those concerning the administration of the contest or the determination of the winner, shall be resolved individually, without resort to any form of class action;
- b) any and all disputes, claims and causes of action arising out of or connected with this contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate state court;
- c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this contest, but in no event attorneys' fees; and
- d) 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 contest, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law of conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.

**Disclaimer:** This contest is void where prohibited by law.

**Sponsor:**

**Cape Girardeau County Clerk's Office**  
**1 Barton Square, Suite 301**  
**Jackson, MO 63755**  
**(573)243-3547**

*Direct questions to:*

**Allen Seabaugh, Chief Deputy/Supervisor of Elections, [amseabaugh@capecounty.us](mailto:amseabaugh@capecounty.us)**  
**Kara Clark Summers, County Clerk/Election Authority, [kclark@capecounty.us](mailto:kclark@capecounty.us)**