

## **The Relay for Life Design a T-shirt Competition Rules**

An eligible participant is any enrolled student of a New Zealand Primary, Intermediate or High School during the period 6th August 2010 to 31st October 2010.

Only one entry per person is allowed. Multiple submissions will result in the entrant being removed from prize eligibility.

Entry eligibility will close after the first 300 acceptable submissions have been received.

Designs must be your original work or photos taken by you and they must fall in to one of the following categories. Creative, Cultural, Environmental, Landmarks, Nature, Sports and hobbies, Comedy, My school, Cartoons.

All designs must be submitted in .jpg format at a resolution of 300 dpi or higher. The design can be a image, photo, scan of virtual anything providing it complies with the rules.

Shirt color for all printed designs is white.

The Relay for Life team reserves the right to make necessary minor adjustments or changes to submitted designs in order to conform artwork to manufacturing requirements. The Relay for Life team also reserves the right to make any other final decisions pertaining to a design's ink colors, sizing, placement, appliqué, or embroidery. All submitted designs must be the original work of the participant.

If you want your name on the design it should be included in your image.

Works previously published may not be submitted.

Submissions may not contain any intellectual property of any third party such as logos, trademarks, service marks or copyrighted material, unless written permission has been given by the party concerned. Any breaches will result in the removal of the design.

The Relay for Life team reserves the right to reject any submission that it deems in its sole discretion to be vulgar, profane, offensive, or inappropriate.

All submitted designs become the temporary property of the Relay for Life team, from the date of submission until 20th February 2011 upon the terms set out in this paragraph. So during that period the participant should not use the designs in a manner contrary to this paragraph. If the design is printed within above period, the participant understands and agrees that The Relay for Life team then retains permanent exclusive rights to that design for commercial use on apparel and other promotional products, and the participant hereby irrevocably assigns such rights to the Relay for Life team. If the participant is not agreeable to this, the participant should not submit designs to The Relay for Life team. If a design is not reproduced by the Relay for Life team by 31st October 2010, the participant automatically retains full rights to their design and may

elect to have their design removed from the Relay for Life team by contacting [admin@flyers2u.co.nz](mailto:admin@flyers2u.co.nz).

The Relay for Life team reserves the right to use any designs entered during or after the competition for marketing purposes as may be required by them.

Submitted designs that are accepted will be advertised for sale on the 'Flyers2U' web site from 20th September 2010. Other advertising may occur, such as the initiation of a Facebook group, as decided at the discretion of The Relay for Life team.

Orders are submitted by individual purchasers via the 'Flyers2U' web site. When total orders reach the minimum production threshold of 10 the prospective purchasers will be emailed and advised that their order is viable. When payments for the total of the minimum threshold of 10 are received, and the closing date is reached, the shirts will be printed and shipped to the purchasers as soon as Konstruct Clothing can do so. Individual orders, once the production threshold has been reached, will be printed and shipped as they are received and paid for, through the 'Flyers2U' website.

The submission with the most shirts sold by the 31st October 2010 wins the competition. 'Sold' means shirt orders have reached the minimum production threshold and have been paid for by 31st October 2010. In the event that no one particular design reaches the minimum production threshold, the winner of the competition is the design with the most orders. In the event of a tie, the winner will be determined by a draw from a hat of the tied participants.

Designs will continue to be advertised and sold until one week prior to the Otago Relay for Life event, 12th February 2011.

All proceeds (Income from the sale of the shirts less the cost of production and postage of the shirts) are being donated to the Otago Cancer Society through the Otago Relay for Life 2011 event.

## **Terms of Submission**

By submitting to the Relay for Life team, you are agreeing to the following terms, which serve as a binding agreement (hereinafter "the Agreement") between you and the Relay for Life team.

The Relay for Life Design a T-shirt Contest (hereinafter "the Contest") is the competition as described in the Relay for Life Contest Rules.

By submitting any word, combination of words, symbol, slogan, photographic image, graphic design or any other type of design (hereinafter collectively referred to as "the Design") for consideration in the Contest, you represent and warrant to the Relay for Life team that you have the right and authority to convey the rights granted hereunder; that the Design is original and free and clear of any encumbrances or liens and is not subject to any third-party agreements or arrangements that would interfere with their use; that the Design is not libelous, slanderous, obscene, and does not plagiarize; and that the exercise of rights herein granted will not infringe upon any copyright, right of privacy or any other rights whatsoever of any third party. You shall hold the Relay for Life team

harmless and shall indemnify the Relay for Life team for all costs and expenses (including reasonable attorney fee's) in the event of a breach of any of the foregoing warranties or representations. These warranties and representations do not extend to any material not furnished by you.

If your Design is not selected as a winner by 7th November 2010 you may request the removal of your Design from the Flyers2U website by emailing [admin@flyers2u.co.nz](mailto:admin@flyers2u.co.nz).

Without limiting other remedies, The Relay for Life team may at its sole discretion remove any Design from publication and/or dissemination if it thinks that the Design is creating problems, possible legal liabilities, or is inconsistent with the letter or spirit of the Relay for Life policies.

The Relay for Life team reserves the right to publish your name with the design, and use reasonable efforts to ensure that the use of the Design is accompanied by a reasonable credit to you (subject to your right to withdraw such credit as discussed above).

This Agreement, in whole or in part, may be freely assigned by the Relay for Life team. You may not assign this Agreement in whole or in part without the prior written approval of Relay for Life team.

If any part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of the national or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

This Agreement contains the entire understanding of you and the Relay for Life team with respect to the subject matter hereof and with respect to the matter contained herein and supersedes all prior agreements or understandings. This Agreement shall not be modified except in writing.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

Nothing herein shall be construed as an obligation of the Relay for Life team to manufacture and/or disseminate any specific quantity of Product containing the Design. All manufacturing, dissemination and marketing decisions regarding each Design are left to the sole discretion of the Relay for Life team