Introduction

This document describes the official rules of the Logo Competition for the Caterpillar College of Engineering and Technology organized by the Dean’s Student Advisory Council for the spring 2014 semester. The purpose of this contest is to design a logo for the College of Engineering and Technology, one of the most prestigious colleges in the Midwest. Information on how to enter and about the prizes is part of the Official Rules. To the extent of any inconsistency, these Official Rules prevail.

Definitions

“Entry” means a logo design created by the Entrant for this Contest.

“Entrant” means the individual or club (represented by one individual) that offers the Entry under the terms of this Contest.

Eligibility

1. The Contest is open only to individuals and groups of Bradley relation (Student or Faculty).
2. Entrants must be of sufficient legal age and standing to enter into a contract with Student Advisory Council as required below.

How to Enter

1. Initial entries must be submitted by email to engineering@bradley.edu. The entries must be submitted as a scalable vector graphic in EPS format, or as a JPG. See the Submission Guidelines below for further information.
2. The email must include the name, age, postal address, phone number and email address of the Entrant.
3. No more than two Entries may be submitted by any one Entrant.
4. Entries must conform to the Submission Guidelines set out below. Entries which fail to do so will be rejected.
5. The deadline for Entries is midnight (one minute after 2359) on March 14th, 2014, Central Daylight Time.
6. We will attempt to acknowledge all entries within one week of receipt; however, we cannot be responsible for entries or responses lost in e-mail.

7. There is no fee to enter the Contest.

**Submission Guidelines**

The purpose of the contest is to design a logo for the Bradley University Caterpillar College of Engineering and Technology. The logo will be used online, in print, on merchandise to generate funds to bring in future speakers and other activities to further our intellectual learning abilities. Flexibility is a key requirement, including the need to resize easily and to look good in black and white as well as color. The final version of the logo will need to be suitable for high quality printing.

Because of the requirement to register the logo as a Service Mark, Entrants should take care to ensure that their Entries are not in any way similar to existing logos or other copyrighted images. A logo that cannot be registered as a Service Mark, no matter how well crafted, cannot win the Contest.

The logo must not be of any similarity to the Caterpillar Company logo.

JPGs 1000 pixels square of the logo and “winner” variant are also requested so that entries can be posted to CCET web sites without the need for conversion.

The limit on attachment sizes for our email is 5Mb. If your submission exceeds this size, even after compression, please send the images individually and note clearly in your emails that you are doing so.

**Prizes**

The winner will be announced May 2nd, 2014

The winning designer will receive:

- A $250 VISA gift card
- Polo-shirt with the logo printed on it
The second place designer will receive

- $150 VISA gift card

The third place designer will receive

- $50 VISA gift card

**Intellectual Property**

1. All submitted work must be original and not based on any pre-existing design.
2. All Entries will become the sole property of The Dean's Student Advisory Council and may be displayed publicly on CCET web sites.
3. The winning entry will be registered by The Student Advisory Council as a Service Mark and the Entrant agrees to transfer all right and title to the Entry to The Student Advisory Council in accordance with the Official Rules of this Contest.

**Acceptance**

Participation constitutes the Entrant's full and unconditional agreement to and acceptance of these Official Rules. By participating in the Contest, the Entrant is representing and warranting that he/she has read and understood, and agrees to be bound by, these rules. Including the guides and rules referred to herein, these Official Rules constitute the entire agreement between the Entrant and The Student Advisory Council in relation to the Contest. They govern the Entrant’s participation and supersede any prior or other agreements between the Entrant and The Student Advisory Council and relating to the Contest.

**Representations and Warranties**

By participating in the Contest, the Entrant warrants and represents in connection with the Entry submitted as part of his/her participation in the Contest: (a) he/she is the sole and exclusive owner of (and free of any adverse claim by any person, firm, or corporation) all intellectual property rights in and to the Entry; (b) the Entry is original and the use of the Entry as described in these Official Rules will not
infringe the proprietary rights, including without limitation the intellectual property rights, of any third party; (c) the use of the Entry, as described in these Official Rules, will be in compliance with any third-party licenses pertaining to the Entry; (d) the Entry is not obscene or libelous, and does not violate any rights of any third party, including but not limited to rights of privacy or publicity; (e) the Entry does not contain any virus, spyware, malware, trap door, worm, or any other device, mechanism or code that is injurious or damaging to software or hardware used in conjunction with the Entry; (f) the Entry and its use as described in these Official Rules will not violate any federal, provincial, state or local laws or ordinances; (g) no employer or educational or other establishment has any rights in the Entry; (h) the Entry is consistent with these Official Rules; and (i) he/she has the right to grant the license to the Student Advisory Council as required in these Official Rules.

**Severability**

When any provision of these Official Rules is found to be invalid by a court of competent jurisdiction, the parties nevertheless agree that the Court should endeavor to give effect to the intentions of the parties as reflected in the provision, and that the other provisions of these Official Rules remain in full force and effect.

**Indemnity; Disclaimer of warranties; Limitation of Liability**

By participating in the Contest, the Entrant agrees to be bound by these Official Rules, including all eligibility requirements and all decisions of Student Advisory Council. By participating in the Contest, the Entrant agrees to indemnify, defend, and hold harmless the Student Advisory Council and its officers, agents, affiliates, contractors, contributors, subsidiaries, licensors and distributors (“Student Advisory Council Entities”) from any and all liability, claims, or actions of any kind, including, without limitation, property damage, personal injury, and/or death, arising out of his/her (i) breach of any representation, warranty or covenant contained in these Official Rules; or (ii) participation in the Contest; (iii) acceptance and/or use or misuse of any prize in connection with the Contest; or (iv) any third party claim relating to any rights in any design submitted.

BY PARTICIPATING IN THE CONTEST, THE ENTRANT AGREES THAT STUDENT ADVISORY COUNCIL ENTITIES MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE CONTEST AND/OR THE PRIZES.

By participating in the Contest, the Entrant agrees that the Student Advisory Council is not responsible, and will in no event be held liable, for any: (a) lost, late, illegible, misdirected, damaged, incomplete, corrupted or garbled entries; (b) telephone, computer, or network malfunction or error; (c)
communication disruption or other disruptions related to Internet traffic, virus, bug, worm, or non-authorized intervention; or (d) damage caused by a computer virus or otherwise resulting to any computer from the submission of entries. If such malfunction, error, disruption, or damage occurs or impairs the administration, security, fairness, or integrity of the Contest, the Student Advisory Council may, in its sole discretion, suspend, modify or terminate the Contest by posting on our website. If the Contest is terminated before the scheduled end of the Contest Period, the Student Advisory Council will determine the winner from all eligible entries received as of the termination date. Persons found tampering with or abusing any aspect of the Contest, or whom the Student Advisory Council representatives believe to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified. The Student Advisory Council reserves the right to disqualify any unauthorized entries, including, without limitation, multiple entries from the same person, or any entries made through robotic, automatic, mechanical, programmed or similar multiple-entry, or entry duplication, method and to disqualify any person or entity using such a method.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND ONLY TO THE MAXIMUM EXTENT PERMISSIBLE BY THE APPLICABLE LAW, BY PARTICIPATING IN THE CONTEST, THE ENTRANT AGREES THAT IN NO EVENT WILL STUDENT ADVISORY COUNCIL OR ANY STUDENT ADVISORY COUNCIL ENTITY BE LIABLE TO ENTRANTS OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM, RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN, EVEN IF THE STUDENT ADVISORY COUNCIL OR AN STUDENT ADVISORY COUNCIL ENTITY WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALSO NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BY PARTICIPATING IN THE CONTEST, THE ENTRANT FURTHER AGREES THAT IN NO EVENT WILL THE LIABILITY OF THE STUDENT ADVISORY COUNCIL OR AN STUDENT ADVISORY COUNCIL ENTITY RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED THE GREATER OF US$1,000 OR ANY OTHER AMOUNTS PAID BY THE ENTRANT TO ENTER INTO THE CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE ENTRANT. IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE ENTRANT AGREES THAT, BY ENTERING THE CONTEST, (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OR ACTION ARISING OUT OF OR IN CONNECTION WITH THE CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (II) ANY CLAIMS, JUDGEMENTS AND AWARDS SHALL BE LIMITED TO
ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE CONTEST, BUT IN NO EVENT ATTORNEY’S FEES.

For the avoidance of doubt, to the extent that US law applies, nothing in these Official Rules shall limit or exclude either party’s liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.

**Interpretation; Governing Law; Jurisdiction**

**Interpretation.**
In the case of any dispute about the interpretation of the Rules, the Student Advisory Council’s decision as to the interpretation shall be final and Entrant shall be bound by the Student Advisory Council’s decision.

**Governing Law.**
The interpretation and enforcement of these Official Rules will be governed by the laws of the State of Illinois, USA, except to the extent required to be governed by the local law in the place of residence of an Entrant. The Contest is subject to all applicable, as the case may be, national, federal, provincial, state and local laws. The Entrant and the Student Advisory Council agree to the extent permitted by law to submit all disputes arising out of or relating to these Official Rules or the Contest to, and hereby waive any objection to the exclusive jurisdiction and venue of, the state and federal courts located in Peoria County, Illinois. Subject to Section 5 above, if necessary any provision of these Official Rules which is found to be invalid by a court of competent jurisdiction shall be deemed to be struck out from these Official Rules.

**Consideration**
The Entrant agrees that the ability to participate in the Contest and to compete for the prizes offered in connection with the Contest constitute, where required, sufficient consideration for the Entrant’s obligations under these Official Rules.