This document describes the official rules ("Official Rules") of the Jackson Lake Association, Inc. (“JLA”) “Lake Life” design contest organized by JLA. The object of this contest is to design a logo for a tee shirt and bumper sticker. JLA promotes the interests and concerns of Jackson Lake located in Butts County, Jasper County and Newton County Georgia. JLA’s main goal is to make Jackson Lake a better place to live by promoting fellowship, community, education, communication and improvement of the quality of like at Jackson Lake. For more information about JLA, please visit [www.JacksonLakeAssociation.org](http://www.JacksonLakeAssociation.org) Information on how to enter and about the prizes is part of these Official Rules. To the extent of any inconsistency, these Official Rules prevail.

**Definitions**

"Entry' means a logo design by the Entrant for this Contest.

"Entrant" means the eligible individual that offers \_the Entry under the terms of this Contest.

**Eligibility**

The Contest is open only to middle or high school students currently enrolled in the following Georgia counties: Jasper, Newton, Butts and Henry. The Contest is not open to companies, organizations, etc. or to groups associated with such institutions.

Members of JLA, the contest judges and their immediate family are not eligible to enter the Contest.

Entrants must have a parent or legal guardian of sufficient legal age and standing to enter into a contract with JLA as required below.

**How to Enter**

The entries must be submitted to the art teacher in your school building and by email to [www.JacksonLakeAssociation.org](http://www.JacksonLakeAssociation.org) as a PDF file. See the Submission Guidelines below for further information.

The email must include the name, age, postal address, phone number and email address of the Entrant.

No more than 1 Entry may be submitted by any one Entrant.

Entries must conform to the Submission Guidelines set out below. Entries which fail to do so will be rejected.

The deadline for Entries is midnight Atlanta, Georgia time on Friday, May 10, 2019.

We will attempt to acknowledge all entries within one week of receipt; however, we cannot be responsible for entries or responses lost in email.

There is no fee to enter the Contest.

**Submission Guidelines**

The purpose of the contest is to design a “lake life” themed logo for a tee shirt and bumper sticker for JLA. The logo may be used online, in print, on merchandise, apparel and be placed on vehicles. Flexibility is a key requirement, including the need to resize easily and to look good in color. The final version of the logo will need to be suitable for high quality printing.

The logo should be legible at all sizes.

The logo should contain at least two colors.

The logo may include the words “Jackson Lake” or “Jackson Lake Association” somewhere--either below the graphic, above it or somewhere close to the graphic so it can be considered a part of the logo. This image should not be photographic (see below for information on graphic formats).

The logo must not contain any other text besides that the optional test mentioned above.

Due to the restrictions on our inbox, entries must be submitted in PDF format and the artwork must be contained in one attachment.

The limit on attachment sizes for our email is 2Mb. If your submission exceeds this size, please compress the files.

**Prizes**

Subject to the requirements outlined above, the winning Entry will be announced at the JLA Membership Meeting held at the Georgia FFA-FCCLA Center, 720 FFA FHA Camp Road, Covington, Georgia 30014. Every effort will be made to inform the finalists to attend.

The First-Place winner will receive $100 and a free tee shirt and bumper sticker.

The Second-Place winner will receive $75 and a free tee-shirt.

The Third-Place winner will receive $50 and a free tee-shirt.

In addition, a $500 donation will be made to the art classroom/teacher at the First-Place winner’s school.

**Judging and Selection of Winners**

The winning design will be selected by the board of JLA. Their decision will be final.

JLA reserves the right not to select a winner if, in its sole discretion, no suitable entries are received.

JLA reserves the right to disqualify any Entrant or Entry at its sole discretion.

The winners will be required to sign a contract assigning all ownership of the design to JLA. The winners will be responsible for all taxes on the prizes.

Accepting the prize constitutes permission for JLA to make public and otherwise use winner's name, and country of residence for publicity purposes. Further personal data may be requested but is not required.

**Intellectual Property**

All submitted work must be original and not based on any pre-existing design.

All Entries will become the sole property of JLA and may be displayed publicly on JLA’s website or any relative social media.

The winning entry will be registered by JLA and the Entrant agrees to transfer all right and title to JLA 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 JLA in relation to the Contest. They govern the Entrant's participation and supersede any prior or other agreements between the Entrant and JLA and relating to the Contest.

Our attorneys have asked us to include the following small print.

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 JLA as required in these Official Rules.

**RIGHTS IN SUBMISSIONS.**  As a condition of participating in the Contest, any submission that any Entrant submits, including all copyright rights and other intellectual property rights in and relating to that submission, immediately become the sole and exclusive property of JLA.  As the owner of all rights in each submitted Submission, JLA has the perpetual, worldwide right (but no obligation) to edit, adapt, modify, reproduce, display, publish, distribute, assign, sell, transfer, and otherwise use (unless prohibited by applicable law) the Submission (including all material embodied therein) in any way, in any media now or hereafter known, and for any purpose, including trade, advertising or promotional purposes, as JLA determines, in its sole and absolute discretion, without further notice or compensation to Entrant, to those depicted in the submission, or to any other parties.  Unless prohibited by law, participation in the Contest and in the creation and submission of a submission constitutes consent by Entrant, by each person 18 or older (or the age of majority in their states of residence if the age of majority is greater than 18) depicted in the submission, and by the parent or legal guardian of each person under the age of majority depicted in the submission to use Entrant’s and the depicted person's name (or username), age, submission, image, likeness, hometown, state of residence and/or statement in any manner and in any medium now known or later developed, for any purpose, including Contest, promotional, advertising, and trade purposes, without payment, consideration, authorization or remuneration to the Entrant or to those depicted in the submissions.  By submitting a Submission in the Contest, Entrant represents and warrants to JLA that Entrant has obtained from each depicted person 18 or older (or the age of majority in their states of residence if the age of majority is greater than 18), and from the parent or legal guardian of each depicted person under the age of majority, an assignment of all rights in the submission to JLA with the understanding that the submission, and the picture, image, and/or likeness of any person depicted in the submission, may be used in any media now or hereafter known, for trade, advertising, promotional, or other purposes as JLA determines, in its sole and absolute discretion, without further notice or compensation. In addition, each Entrant warrants that any so called “moral rights” in the submission have been waived and Entrant acknowledges and agrees that JLA may use any ideas from any submission or other submitted materials, whether or not Entrant has been awarded a prize in connection with any such submission or other materials.

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 JLA. By participating in the Contest, the Entrant agrees to indemnify, defend, and hold harmless JLA and its officers, directors, agents, volunteers, contractors, contributors, subsidiaries, licensors and distributors ("JLA 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 JLA 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 JLA 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, JLA may, in its sole discretion, suspend, modify or terminate the Contest by posting a notice at [www.JacksonLakeAssociation.org](http://www.JacksonLakeAssociation.org). If the Contest is terminated before the scheduled end of the Contest Period, JLA 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 JLA believes to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified. JLA 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 JLA OR ANY JLA 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 JLA OR A JLA 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 JLA OR ANY JLA ENTITY RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED THE GREATER OF US $1OO. 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-OF­POCKET 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, JLA's decision as to the interpretation shall be final and Entrant shall be bound by JLA’s decision.

Governing Law. The interpretation and enforcement of these Official Rules will be governed by the laws of the State of Georgia, 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 JLA 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 Newton County, Georgia. 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.