



Official Rules of the City of Fayetteville's Solid Waste Division Mascot Contest

The City of Fayetteville's Solid Waste Division is looking to adopt a mascot to be our cheerleader for a sustainable and eco-friendly environment. The mascot will help us connect with our community in a fun and memorable way when discussing how to keep neighborhoods, parks, and streets clean.

Contest Dates: September 16, 2024 - October 25, 2024

GRAND PRIZE!!!!

The Winner will have his or her drawing featured on COF Solid Waste Division website, all COF Social Media outlets to include Facebook, Instagram, Twitter, and a billboard. The winner will be interviewed to appear on FayTV and will participate in a COF Podcast. He or she will be awarded a \$500 educational scholarship to be used at a school or learning program of his or her choice, COF Merchandise, Mascot Merchandise, a behind the scenes tour of the COF Solid Waste Division, and (additional prizes may be added).

AND THE WINNER IS.....

The Solid Waste Division will narrow the entries down to the top 3. Each of those contestants will receive a prize. Once chosen, the new mascot will be introduced digitally to the public.

HOW TO ENTER: Create and draw the new Solid Waste Mascot, on paper or digitally. Fill out and submit this form to the Solid Waste Division along with your mascot artwork. Entries can be emailed, mailed or hand-delivered to the SW Department office.

Submit form via:

Email: KalaElenes@FayettevilleNC.gov

US Postal mail: Solid Waste Division - c/o Mascot contest
455 Grove St. Fayetteville, NC 28301

Official Rules:

Download an entry form, print it out, start doodling or create a digital version, and submit!

- BINDING AGREEMENT:** To enter the Contest, you must agree to the Rules. Therefore, please read these Rules before entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and the City of Fayetteville's Solid Waste Division, with respect to the Contest.

2. **ELIGIBILITY:** To be eligible to enter the Contest, an Entrant must: (a) be a U.S. citizen or permanent U.S. legal resident (i.e. must be able to show proof of legal permanent residence, for example, a “green card”); (b) be enrolled in a private or public elementary or secondary school (grades K-12) or a home school (grades K-12) in the United States (collectively, “U.S. School(s)”); and (c) have obtained a parent’s or legal guardian’s prior permission. Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive any prizes, as described in Section 8 of these Rules.

3. **CONTEST PERIOD:** The Contest begins on September 16, 2024 at 12:01am Eastern Time (ET) Zone in the United States and ends on October 25, 2024 11:59pm Eastern Time (ET) Zone (“Contest Period”). Dates are subject to change.

4. **HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN.** To enter the Contest, visit www.FayettevilleNC.gov/Mascot during the Contest Period and follow the instructions that appear on the Contest page. You will be requested to download and complete an official entry form (“Entry Form”) with: (a) a Mascot Design and (b) all information, including parent’s consent. Entry Forms can only be submitted by parents, guardians, teachers, and after-school programs on behalf of Entrants. The Mascot Design and supporting statements must meet the “Mascot Design Requirements,” described below.

5. **Please Include:**

- Mascot Name
- Mascot Design (Drawing and Computer Animated Designs Accepted)
- Mascot Description (Be creative in describing what they do, how they do what they do, why they do it, etc.)
- Artist Name, School, Grade, Age
- Signature of legal parent/guardian

6. Once the Entry Form is fully completed, it should be printed on a light colored 8.5”X11” sheet of paper and signed by the contestant and a parent/legal guardian. The completed Entry Form can be submitted by email to KalaElenes@FayettevilleNC.gov as a hard copy by mail or dropped off at the Solid Waste Division.

To submit an entry in hard-copy form, it can be dropped off or mailed in an envelope (packaged carefully so it won’t be damaged) with proper postage, to:
Solid Waste Division, 455Grove Street, Fayetteville, NC 28301

Entries received without a completed Entry Form or without a parent’s or legal guardian’s signature will be disqualified.

LIMIT ONE (1) ENTRY PER ENTRANT. Subsequent entries will be disqualified. To be considered for the Contest, entries must be: (i) complete (as determined by the City of Fayetteville’s Solid Waste Division); (ii) received by October 25th, 2024 at 11:59pm Eastern Time (ET); and (iii) in English (unless otherwise specified). Machine or computer-generated mass entries will be disqualified. Any submission not meeting the aforementioned criteria will be disqualified. The COF Solid Waste Division accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. Proof of mailing does not constitute proof of entry. All entries will be deemed made by the Entrant submitted at the time of entry.

7. **MASCOT DESIGN REQUIREMENTS.** The Mascot Design and supporting statements must meet the following criteria (“Mascot Design Requirements”):

- They must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, torturous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.

- They must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the Mascot Design and supporting statement are created.
- They must not contain any content, material, or element that displays any third-party advertising, slogan, logo, trademark, or otherwise indicates a sponsorship or endorsement by a third party, or commercial entity, or that is not within the spirit of the Contest, as determined by COF Solid Waste Department, in its sole discretion.
- They must be original, unpublished works that do not contain, incorporate, or otherwise use any content, material, or element that is owned by a third party or entity.
- They cannot contain any content, element, or material that violates a third party's publicity, privacy, or intellectual property rights.
- The Mascot Design is not the subject of any actual or threatened litigation or claim.
- The Entrant does not include any disparaging remarks relating to the Sponsor or a third party.
- The Mascot Design is two-dimensional and scannable.

During the Contest Period, the COF Solid Waste Division, its agents and/or the Judges (defined below) will be evaluating the Mascot Designs and supporting statements to ensure that they meet the Mascot Design Requirements. The COF Solid Waste Division reserves the right, in its sole discretion, to disqualify any Entrant who submits a Mascot Design and supporting statements that does not meet the Mascot Design Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.

8. JUDGING: Each Mascot Design will be evaluated and scored based on the following "Criteria": (i) creativity (ii) uniqueness (iii) Feasibility - the ability to create a physical mascot based off the drawing (iv) adherence to the Mascot Design Requirements and these Rules.

Using the above Criteria, there will be several levels to the judging process, which are discussed below. Judging will result in finalists at each of the following levels: "Top Ten Finalists", "The Final 3", and a "Winner" as described in further detail below.

Level One: 10 Finalists

- **Number of Winners Selected at this Level: 10**
- A total of ten (10) Finalists will be selected, as follows:
- A panelist of employees from the COF Solid Waste Division and COF Marketing and Communications will select the Top Ten (10) Finalists.
- The entries receiving the three (3) highest scores will move forward as the Final 3 Finalists.
- **Notification of Winners:** The Top Ten (10) Finalists will be notified via email.

Level Two: The Final Three (3)

- **Number of Winners Selected at this Level: 3**
- A panelist of employees from the COF Solid Waste Division and COF Marketing and Communications will select the Final Three (3) Finalists.
- **Notification of Winner:** The Final Three (3) Finalists will be notified by email.

Level Three: The Winner (1)

- **Number of Winners Selected at this Level: 1**
- Voting will take place from November 01, 2024 9:00 a.m. Eastern Time (ET) to November 18, 2024 11:59 p.m. Eastern Time (ET). The highest-ranking entry will be named the Winner.
- **Notification of Winner:** The Winner will be notified by email.

9. PRIZES:

Ten (10) Finalists

The ten (10) finalists will have their drawing featured on COF Solid Waste Division website and all COF Social Media outlets to include Facebook, Instagram, and Twitter. Each of the ten (10) finalists will receive COF Solid Waste Division Merchandise, and (additional prizes may be added).

The Final Three (3)

The final three (3) finalists will have their drawing featured on COF Solid Waste Division website and all COF Social Media outlets to include Facebook, Instagram, and Twitter. All three (3) finalists will participate in a COF Podcast. Each of the three (3) finalists will receive Solid Waste Division Merchandise, Mascot Merchandise, and (additional sponsored prizes may be added).

One (1) Winner

The Winner will have his or her drawing featured on COF Solid Waste Division website, all COF Social Media outlets to include Facebook, Instagram, Twitter, and a billboard. The winner will be interviewed to appear on FayTV and will participate in a COF Podcast. He or she will be awarded a \$500 educational scholarship to be used at a school or learning program of his or her choice, COF Merchandise, Mascot Merchandise, a behind the scenes tour of the COF Solid Waste Division, and (additional prizes may be added).

The time of the prize distribution will be provided to winners in the prize acceptance documents but will not be earlier than four (4) weeks from COF Solid Waste Division's receipt of prize acceptance documents from winners. All prizes awarded to minors will be paid in the name of the parent or legal guardian for the benefit of the child. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and actual retail value will not be awarded. The prize(s) may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. The winner shall bear all responsibility for use of the prize(s) in compliance with any conditions imposed by such manufacturer(s), and any additional costs associated with its use, service, or maintenance. Sponsor has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto.

10. PRIVACY: Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by the COF Solid Waste Division and its affiliates, for the purposes of conducting and administering the Contest. All personal information that is collected from parents, guardians, teachers, and after-school programs on behalf of Entrants is subject to Google's Privacy Policy, located at: <http://www.google.com/policies/privacy/>. Individuals submitting personal information in connection with the Contest have the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Contest by writing to Google at the following address: Privacy Matters, c/o Google Inc., 1600 Amphitheatre Parkway, Mountain View, California 94043.

11. PUBLICITY. By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by the COF Solid Waste Division or COF Marketing and Communications Department and agree and

consent to use of their name and/or likeness by all COF Departments without any compensation to the Entrant. The COF Solid Waste Division and COF Marketing and Communication Department will contact Entrants in advance of any media request for interviews.

The Mascot Designs may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Mascot Design. The COF Solid Waste Division and COF Marketing and Communications Department reserve the right to publish the name and likeness of all Ten (10) Finalists as well as any other Entries on the Contest Site or through other media for publicity purposes.

12. WARRANTY AND INDEMNITY: Entrants warrant that their Mascot Designs are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Mascot Design and that they have the right to submit the Mascot Design in the Contest and grant all required licenses. Each Entrant agrees not to submit any Mascot Design that: (a) infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights, or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity, or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law. To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified COF Departments, at all times, from and against any liability, claims, demands, losses, damages, costs, and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless COF Departments and Divisions from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (Including reasonable attorney's fees) arising out of or accruing from: (i) any Mascot Design or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse, or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the Contest Site in relation to the entry and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Contest by Entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.

13. ELIMINATION. Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest. Any entry that contains copyrighted images or logos will be automatically disqualified. If more than one entry is submitted by the same participant, only the first will be considered and those thereafter will be disqualified.

14. INTERNET AND DISCLAIMER. The COF Departments and Divisions are not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Mascot Designs or votes due to system errors, failed, incomplete or garbled computer or other

telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. The COF Departments and Divisions are not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating, and/or claiming a prize in this Contest. Any COF Department's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. COF Solid Waste Division and COF Marketing and Communication Department reserve the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, COF Solid Waste Division reserves the right to terminate that Entrant's eligibility to participate in the Contest.

15. RIGHT TO CANCEL, MODIFY OR DISQUALIFY. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, COF Solid Waste Division reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. COF Solid Waste Division further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, COF Solid Waste Division reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

16. NOT AN OFFER OR CONTRACT OF EMPLOYMENT. Under no circumstances shall the submission of a Mascot Design into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with any COF Department, Division, or the Contest Entities. Entrants acknowledge that they submitted their Mascot Design voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and the COF Departments, Divisions, or the Contest Entities and that no such relationship is established by Entrant's submission of a Mascot Design under these Rules.

17. FORUM AND RECOURSE TO JUDICIAL PROCEDURES. These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of North Carolina, United States of America, excluding all conflict of law rules. Proper Venue, if applicable, shall be in Cumberland County. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.

18. MEDIATION. By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding mediation. All disputes between you and the COF of whatsoever kind or nature arising out of these Rules, shall be submitted to a Mediator for binding mediation under its rules then in effect before one mediator to be mutually agreed upon by both parties. The parties agree to share equally in the mediator costs incurred.