

This document describes the official rules (“Official Rules”) of the Meals On Wheels Atlanta logo design contest organized by the Meals On Wheels Atlanta (MOWA) formerly known as The Senior Citizens Services of Metropolitan Atlanta. The object of this contest is to design a logo for MOWA, a non profit community-based organization that supports senior independence through meals, shelter, education and community. 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 created by the Entrant for this Contest.

“Entrant” means the eligible individual that offers the Entry under the terms of this Contest.

## **Eligibility**

1. The Contest is open to design students currently enrolled in any private or public college, university or graphic design program in the State of Georgia. The Contest is not open to companies, organizations, etc. or to groups associated with such institutions.
2. Members of MOWA, the contest judges and their immediate family are not eligible to enter the Contest.
3. Entrants must be of sufficient legal age and standing to enter into a contract with MOWA as required below.

## **How to Enter**

1. Initial entries must be submitted by email to [MOWAlogoContest@msquaredpr.com](mailto:MOWAlogoContest@msquaredpr.com)
2. The entries must be submitted as a PDF file and shown in color, grayscale and black and white-- in that order. See the Submission Guidelines below for further information.
3. The email must include the name, age, postal address, phone number and email address of the Entrant.
4. No more than 3 Entries may be submitted by any one Entrant.
5. Entries must conform to the Submission Guidelines set out below. Entries which fail to do so will be rejected.
6. The deadline for Entries is midnight, Atlanta, Georgia time on **Wednesday, February 29, 2012.**
7. 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.
8. There is no fee to enter the Contest.

## **Submission Guidelines**

The purpose of the contest is to design a logo for Meals On Wheels Atlanta. The logo will be used online, in print, on merchandise, apparel and be placed on vehicles used to deliver meals or carry material for home repairs. 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.

The logo should be legible at all sizes.

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 or protected images. A logo that cannot be registered as a Service Mark, no matter how well crafted, cannot win the Contest.

The logo must include the words 'Meals On Wheels Atlanta' 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 required above.

Due to the restrictions on our inbox, entries must be submitted in PDF format and all three versions of the artwork must be contained in one attachment. We advise against the use of halftones. Colors used to create the logo must be CMYK, no spot colors and all color/pantone numbers must be indicated in your submission.

Meals On Wheels Atlanta is a member of Meals On Wheels Association of America. The logo designs submitted *do not* need to be coordinated with the national office in any way, shape, color or style.

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

To recap, entry will consist of 3 images: the color logo, grayscale and black and white.

## **Prizes**

Subject to the legal requirements outlined above, the winning entry will be announced at the Woodruff Arts Center in Atlanta at 1280 Peachtree St. Every effort will be made to inform the finalists to attend.

The winning designer will receive:

1. A \$1,000 cash prize.
2. A unique glass trophy with the winning design engraved upon it.
3. Lunch for two at Four Seasons Hotel Atlanta with the judge of your choice.
4. Inclusion in MOWA's press efforts, which *may* result in media coverage of the organization and winner.
5. Odds of winning depend on the number of eligible entries received.
6. Winner is responsible for all taxes on prize.

## **Judging and Selection of Winner**

1. The winning design will be selected by judges appointed for the purpose and by Meals On Wheels Atlanta and its Board of Directors.
2. Their decision will be final. No further correspondence shall be entered into.
3. Meals On Wheels Atlanta reserves the right not to select a winner if, in its sole discretion, no suitable entries are received.

4. Meals On Wheels Atlanta reserves the right to disqualify any Entrant or Entry at its sole discretion. No correspondence shall be entered into.
5. The winner will be required to sign a contract assigning all ownership of the logo to Meals On Wheels Atlanta.
6. Accepting the prize constitutes permission for Meals On Wheels Atlanta 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.
7. No timetable is set for the announcement of a winner due to the need to confirm that the winning entry can be registered as a Service Mark.

### **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 Meals On Wheels Atlanta and may be displayed publicly on the Meals On Wheels Atlanta web site ([www.scsatl.org](http://www.scsatl.org)) or any relative social media and/or web sites/
3. The winning entry will be registered by Meals On Wheels Atlanta and the Entrant agrees to transfer all right and title to the Entry to Meals On Wheels Atlanta in accordance with the Official Rules of this Contest.

(Entrants should note that the term "Meals On Wheels Atlanta" are already claimed by the organization as service marks and that the appropriate URL's and trademarks have already been secured.)

### **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 Meals On Wheels Atlanta in relation to the Contest. They govern the Entrant's participation and supersede any prior or other agreements between the Entrant and Meals On Wheels Atlanta and relating to the Contest.

### **About Meals On Wheels Atlanta**

Since 1965, Meals On Wheels Atlanta-MOWA-(formerly known as Senior Citizen Services of Metropolitan Atlanta, Inc.) has been at the heart of the aging network in Atlanta - dedicated to serving the senior community.

MOWA's mission is to support senior independence through meals, shelter, education and community. Our vision is that no Atlanta senior is hungry, cold or forgotten.

MOWA offers metropolitan Atlantans a variety of services in an effort to meet the needs of the aging community. MOWA continues to expand its tradition of cost-effective and innovative services for older adults and their families.

### **Today's Need**

MOWA is a safety net for Atlanta's vulnerable and frail seniors and a resource for isolated or disconnected seniors. Seniors who receive services lack the income and physical capability to cook

for themselves, properly maintain their homes in order to remain in their preferred living environment.

- 92.5% of clients have an income level of less than \$19,000 per year
- 64.5% of clients are living alone
- 83% of clients are women
- 74% of clients are 70 years old or greater
- 75% of clients utilize our programs to stay in their own homes as they age
- More than 2500 requests for assistance in 2011

MOWA seniors are utilizing our programs to maintain their independence and dignity. The potential for strengthening this impact has never been stronger. Unfortunately, even current levels of funding are insufficient to meet the needs within the community:

- There are waitlists for most of MOWA's current services
- More than 500 seniors are awaiting assistance.
- MOWA will receive more than 2,500 requests for assistance in 2011

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 Meals On Wheels Atlanta 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 Meals On Wheels Atlanta. By

participating in the Contest, the Entrant agrees to indemnify, defend, and hold harmless Meals On Wheels Atlanta and its officers, agents, affiliates, contractors, contributors, subsidiaries, licensors and distributors (“Meals On Wheels Atlanta 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 MEALS ON WHEELS ATLANTA 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 Meals On Wheels Atlanta 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, Meals On Wheels Atlanta may, in its sole discretion, suspend, modify or terminate the Contest by posting a notice at <http://www.scsatl.org>. If the Contest is terminated before the scheduled end of the Contest Period, Meals On Wheels Atlanta 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 Meals On Wheels Atlanta believes to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified. Meals On Wheels Atlanta 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 MEALS ON WHEELS ATLANTA OR ANY MEALS ON WHEELS ATLANTA 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 MEALS ON WHEELS ATLANTA OR A MEALS ON WHEELS ATLANTA 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 MEALS ON WHEELS ATLANTA OR ANY MEALS ON WHEELS ATLANTA 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, Meals On Wheels Atlanta's decision as to the interpretation shall be final and Entrant shall be bound by Meals On Wheels Atlanta'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 Meals On Wheels Atlanta 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 Fulton 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.