

633 ABW Mascot Design Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The 633d Air Base Wing Mascot Design Contest is designed to encourage JBLE personnel and their dependents to use their creativity to create a Mascot for the 633d ABW. 633d ABW Leadership will choose the winning entries, and prizes will be awarded in accordance with these Official Rules.

1. **HOW TO ENTER:** To enter the Contest, send your submission to jblemedia@gmail.com. The Mascot Design and supporting statements must meet the “Mascot Design Requirements” described below.
 - a. All submissions should include:
 - i. Name
 - ii. E-mail address
 - iii. Phone Number
 - iv. Squadron or Unit Affiliation
 - v. A 250-word description of their design, which will include an explanation of what inspired the design.
 - b. All mascot designs must adhere to the following requirements:
 - i. Placed on white background
 - ii. Created as line art, digital media, or hand illustration
 - iii. Submitted in high-resolution format
 - iv. File must not be larger than 7 megabytes
 - v. Develop and submit a graphic representation of a family-friendly character
 - vi. Utilize elements that represent both Langley AFB and Fort Eustis.
2. **PUBLICITY.** By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by the 633d ABW and agree and consent to use of their name and/or likeness by the 633d ABW. The 633d ABW 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 633d ABW reserves the right to publish the name and likeness of all Entries on the Contest Site or through other media for publicity purposes.
3. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to 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 633d ABW with respect to the Contest.

4. **ELIGIBILITY:** To be eligible to enter the Contest, an Entrant must be an Active Duty service member, DoD civilian, contractor or their dependents attached to Joint Base Langley-Eustis.
5. **SPONSOR:**The Contest is sponsored by the 633d ABW Public Affairs Office, at 823 Alert Drive, Langley AFB, VA 23665, USA.
6. **CONTEST PERIOD:** The Contest begins on October 16, 2023 at 2:01 p.m. Eastern Daylight Time (EDT) Zone in the United States and ends on October 22, 2023 11:59 p.m Eastern Daylight Time (EDT) Zone. All dates are subject to change.

LIMIT ONE (1) ENTRY PER ENTRANT. To be considered for the Contest, entries must be: (i) complete (as determined by the 633d ABW Public Affairs Office); (ii) received by October 8, 2023 11:59 p.m Eastern Daylight Time; 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.

6. **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, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, 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.

During the Contest Period, the Sponsor, 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 Sponsor 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.

7. **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.
8. **GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. The 633d ABW reserves the right to disqualify any Entrant from the Contest if, in the 633d ABW’s sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, the 633d ABW, or the Judges.
9. **INTELLECTUAL PROPERTY RIGHTS:** As between the 633d ABW and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Mascot Design (excluding the 633d ABW’s rights). As a condition of entry, Entrant grants the 633d ABW a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Mascot Design and the inventions depicted therein for any purpose, including display on the 633d ABW’s websites and social media platforms, without any attribution or compensation to Entrant. Entries will not be returned. The 633d ABW retains all rights in the products and services and entry into this Contest will in no case serve to transfer any 633d ABW intellectual property rights to the Entrant.
10. **PRIVACY:** Entrants agree and acknowledge that personal data submitted with an entry, including name, phone number, and email address may be collected, processed, stored and otherwise used by the 633d ABW and its affiliates for the purposes of conducting and administering the Contest. All personal information that is collected 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.
14. **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 Sponsor 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 Sponsor 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 attorneys 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.

15. **ELIMINATION.** Any false information provided within the context of the Contest by Entrant concerning identity, 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.
16. **INTERNET AND DISCLAIMER.** The 633d ABW is 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 633d ABW is 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. Sponsors' failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. Sponsors reserve the right to disqualify Entrants who

violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, Sponsors reserve the right to terminate that Entrant's eligibility to participate in the Contest.

17. **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, Sponsors reserve the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsors further reserve 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, Sponsors reserve the right to seek damages from any such Entrant to the fullest extent of the applicable law.
18. **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 the 633d ABW 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 Sponsors or the Contest Entities and that no such relationship is established by Entrant's submission of a Mascot Design under these Rules.
19. **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 Virginia, United States of America, excluding all conflict of law rules. 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.
20. **ARBITRATION:** 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 arbitration. All disputes between you and the 633d ABW of whatsoever kind or nature arising out of these Rules, shall be submitted to a Mediator for binding arbitration under its rules then in effect before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.