



LOGO CONTEST

CALIFORNIA HEALTHY FOOD FINANCING INITIATIVE LOGO CONTEST

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT INCREASE YOUR CHANCE OF WINNING.

The California Healthy Food Financing Initiative Logo Contest ("Contest") begins at 9:00 AM Pacific Time ("PT") on March 18, 2013 and ends on May 31, 2013 (the "Contest Period"). Void outside the State of California.

ELIGIBILITY:

The Contest by the California Healthy Food Financing Initiative Council ("CHFFIC," "Sponsor" or "Administrator") is open only to legal residents of California who are at least 18 years old ("Entrant" or "Participant"). All Entrants must have access to the Internet during the Contest Period and through date of award. Sponsor reserves the right to verify the eligibility of the winner. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Contest.

ENTRY:

During the Contest Period, an eligible person can enter their information at www.treasurer.ca.gov/chffic (the "Website") and email their logo at CHFFIC@treasurer.ca.gov

1. Entrants must follow all instructions on the Website.
2. The logo design must be original.
3. There is no limit on the number of designs that an Entrant may enter in the Contest.
4. Entrants must provide all information that is requested as part of the entry process, including without limitation, first and last name and email address.
5. Entries must be submitted by the Participant.
6. Entrants may be asked to answer optional questions and/or register for future notices from the Sponsor. Entrants, however, need not answer these questions or agree to receive future emails in order to be eligible for entry in the Contest.
7. Entrants must complete and sign an Affidavit of Eligibility/Compliance & Liability/Publicity Release ("Affidavit & Release").
8. Entries, including a completed and signed Affidavit & Release, must be received by the Sponsor during the Contest Period.

Design Submission Requirements:

The design must:

- Be the Entrant's original idea (modification of an original work is not an original idea).
 - Be the Entrant's interpretation of healthy food, wellness, and/or health.
 - Be in .jpg, .png or .pdf file and smaller than 30MB.
- The winner will need to submit their original vector file once the winning logo has been selected.

The design must NOT:

- Contain material, which in the Sponsor's sole judgment, is or promote activities which are inappropriate, obscene, violent, self-mutilating, discriminatory, illegal, offensive, threatening, profane, or harassing.
- Include any copyrighted media production including but not limited to references to, mentions of or identifying descriptions of any music, films, books, television programming, etc. of any media property.
- Contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Design submissions must not include third party trademarks, logos, insignia, location signage, photographs, artwork, sculptures or other image or design of any kind.

SELECTION OF WINNER:

All entries will be screened and those that comply with the Official Contest Rules and have met the guidelines and specifications will be judged by staff of the Sponsor and the State Treasurer's Office. The winner will be notified by telephone or email by June 21, 2013. Sponsor, in its sole discretion, may elect not to select a winner and issue a prize/award (recognition).

PRIZES:

There is no prize or award other than recognition for designing the Sponsor's logo on Twitter and Facebook announcing the winner of the Contest, and at one of Sponsor's open meetings held in Sacramento, California.

OWNERSHIP:

Sponsor shall have all rights and ownership of all designs submitted by Entrants, including but not limited to, to use, modify, publish, reproduce, and duplicate in any form without compensation, reference, acknowledgement, or consent.

GENERAL CONDITIONS:

This Contest is governed by the laws of the State of California. Void where prohibited by law and outside the State of California. Any attempt by an Entrant or any other individual to deliberately damage any website associated with this Contest or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to prosecute and seek damages from any such person to the fullest extent permitted by law.

WINNERS LIST:

The name of the winner and winning design will be available after June 30, 2013 at www.treasurer.ca.gov/chfffc

CONDITIONS/RELEASE:

By submitting an entry, Entrant: (a) releases the Sponsor, the State Treasurer's Office, the State of California, and their respective officials, employees, agents, and affiliates (collectively, "Sponsor and the State") from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by his/her participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use or misuse of any award; and (b) acknowledges that the Sponsor and the State have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the Contest. Sponsor and the State are not responsible for late, lost or misdirected entries or postage-due mail, or for incorrect or inaccurate transcription of entries, or for any human or other error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or website, or any other error or malfunction, or for any injury or damage to Entrant's, or any other person's computer, or for any other error related to or resulting from participation in this Contest, whether computer, technical, typographical, printing, human or otherwise, including, without limitation, errors or malfunctions that may occur in connection with the administration of the Contest, the announcement of the winner or creation of any Contest-related materials. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO TAMPER WITH THE ENTRY OR SELECTION PROCESS OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST**

EXTENT PERMITTED BY LAW. Any failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or unauthorized intervention, fraud, action of Entrant, technical failures or any other causes that in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to disqualify any suspect entry or Entrant and to cancel, terminate, modify or suspend the Contest. In the event of any cancellation, termination or suspension, notice thereof will be posted at www.treasurer.ca.gov/chfffc and selection of a Winner may be made from among all eligible, non-suspect entries received as of the date of the termination, cancellation or suspension, as Sponsor determines in its sole discretion. Entries not complying with the Official Rules are subject to disqualification.

INDEMNIFICATION:

By submitting an entry, Entrant agrees to indemnify, defend, and hold harmless the Sponsor and the State from any and all claims and losses accruing or resulting to any and all persons or entities in connection with the entry, including but not limited to the logo design and submission of the entry.

DISPUTES:

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of, or in connection with, the Contest shall be resolved individually, without resort to any form of class action, and exclusively by the Superior Court of California in Sacramento and shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but, in no event, attorneys' fees; and (c) under no circumstances will the Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor or its officials, employees, agents, and affiliates, or the State of California in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict-of-law rules (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Notwithstanding anything stated herein, it is understood that the Sponsor and the State shall not be construed to have waived any rights or defenses of sovereign immunity that the Sponsor or its officials, employees, agents, and affiliates, and the State of California may have with respect to all matters arising out of the Contest or Entrant's participation in the Contest. Sponsor and the State hereby reserves all immunities, defenses, rights or actions arising out of its sovereign status or under California state law and the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by the participation of the Sponsor or its officials, employees, agents, and affiliates, and

the State of California in the Contest and enforcement of the Official Rules, by any express or implied provision of the Official Rules, or by any actions or omissions of the Sponsor its officials, employees, agents, and affiliates, and the State of California, whether taken pursuant hereto, prior to or after an Entrant's participation in the Contest.

PUBLIC RECORDS ACT AND INFORMATION PRACTICES ACT OF 1977:

Sponsor is subject to the California Public Records Act (Government Code section 6500 et seq.) and the Information Practices Act of 1977. Entrants' names and other information, including submitted designs, may be subject to disclosure to the public or a governmental entity. Sponsor will maintain records of the Contest for at least two years after announcement of the winner. (Bus. & Prof. Code, § 17539.2(d).) An Entrant has the right of access to records containing the Entrant's personal information which may be maintained by the Sponsor. Entrants should contact:

Najia Rosales
915 Capitol Mall, Room 110
Sacramento CA 95814
nrosales@treasurer.ca.gov
916-653-2995 main

SPONSOR:

The California Healthy Food Financing Initiative Council (CHFFIC) | 915 Capitol Mall, Room 110 Sacramento CA 95814. This Contest is in no way sponsored, endorsed or administered by Facebook or Twitter. Sponsor, the State Treasurer's Office, and the State of California shall not be liable for technical, pictorial, typographical or editorial errors or omissions contained herein.

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