



HERTS TEAM LOGO CONTEST

CONTEST GUIDELINES

The purpose of the contest is to design a logo for the following Herts baseball teams: (i) **Herts Falcons** (ii) **Herts Ravens** (iii) **Herts Hawks** (iv) **Herts Raptors** (v) **Herts Eagles** (vi) **Herts Harriers** (vii) **Herts Cardinals**

The logo will be used on jerseys, websites, team merchandise and publications. Flexibility is a key requirement, including the need to resize easily and to look good in black and white as well as colour. The final version of the logo will need to be suitable for high quality printing, embroidery and video presentation.

Entrants should take care to ensure that their Entries are not in any way similar to existing logos or other copyrighted images. A logo that violates copyright, no matter how well crafted, cannot win the Contest.

It is suggested that logos contain the team name, but this is not compulsory and is at the Entrant's discretion. The logo must not contain any other text. The Entrant is welcome to submit variations of the team logo with and without the team name text. An example of a logo which does not feature the name of the team is the logo of the Cleveland Indians.

The club's official colours are black, red and white. Logos featuring these colours are likely to be favoured by the judges, but this aspect is flexible and logos with other colours will also be considered.

Due to the requirements for high quality printing and re-sizing Entries must ideally be submitted in scalable vector graphic format, but Entries in .JPG format will also be considered. We advise against the use of halftones and gradients unless created inside a vector graphics program. Colour in this version must be CMYK, no spot colours.

PRIZES

Each winner will receive a Herts baseball cap (adjustable strap model). Winning designs will be announced on the Herts Baseball Club website.



HERTS TEAM LOGO SPECIFICATIONS — GUIDELINES

CONTEST RULES

1. Entries must be submitted by email to contest@hertsbaseball.com The entries must be submitted as a .JPG file and also, if possible, as a scalable vector graphic in EPS, PDF, or.AI format. (See below for more details)
2. The email must include the full name, age and email address of the Entrant.
3. No limit to number of entries per entrant.
4. Entries must conform to the Submission Guidelines set out in this document. Entries which fail to do so may be rejected.
5. The deadline for Entries is **23:59 on March 31, 2013**, Greenwich Mean Time (GMT).
6. Logo concepts may be utilized even if submitted logo is not. Entrants who's concepts are used will be considered contest winners.
7. There is no fee to enter the Contest.

FORMAT

Artwork must be submitted as a .JPG image file and, if possible, in Adobe Illustrator, Adobe Photoshop, PDF, or EPS format.

LOGO SUGGESTIONS

The logos to the right are examples of what we think might make a successful team logo. We want to leave Entrants as much room for creativity as possible, so please take what's listed as suggestions only.

SUGGESTION 1: Include the Team and City name.



SUGGESTION 2: Use a unique and identifiable shape.



SUGGESTION 3: Work with a limited number of colors (2-4)



All submissions property of Herts Baseball Club. See competition notes for details.

HERTS TEAM LOGO CONTEST — OFFICIAL RULES

INTRODUCTION

This document describes the official rules (“Official Rules”) of the Herts Team Logo Design Contest organized by Herts Baseball Club (HBC). The object of this contest is to design logos for several of the Herts teams. 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 individual that offers the Entry under the terms of this Contest.

ELIGIBILITY

The Contest is open only to individuals. The Contest is not open to companies, educational institutions, organizations, etc. or to groups associated with such institutions. Entrants must be of sufficient legal age and standing to enter into a contract with the HBC as required below.

SUBMISSION GUIDELINES

The purpose of the contest is to design a logo for several of the Herts baseball teams. The logo will be used on jerseys, websites, team merchandise and publications. Flexibility is a key requirement, including the need to resize easily and to look good in black and white as well as colour. The final version of the logo will need to be suitable for high quality printing, embroidery and video presentation.

Entrants should take care to ensure that their Entries are not in any way similar to existing logos or other copyrighted images. A logo that violates copyright, no matter how well crafted, cannot win the Contest.

It is suggested that logos contain the team name, but this is not compulsory and is at the Entrant’s discretion. The logo must not contain any other text. The Entrant is welcome to submit variations of the team logo with and without the team name text. An example of a logo which does not feature the name of the team is the logo of the Cleveland Indians.

Due to the requirements for high quality printing and re-sizing Entries must ideally be submitted in scalable vector graphic format, but Entries in .JPG format will also be considered. We advise against the use of halftones and gradients unless created inside a vector graphics program. Colour in this version must be CMYK, no spot colours.

PRIZES

Each winner will receive a Herts baseball cap (adjustable strap model). Winning designs will be announced on the Herts Baseball Club website.

JUDGES AND SELECTION OF WINNER

The winning design will be selected by judges appointed by Herts Baseball Club. Their decision will be final. No further correspondence shall be entered into.

HBC reserves the right not to select a winner for every team logo if, in its sole discretion, no suitable entries are received.

HBC reserves the right to disqualify any Entrant or Entry at its sole discretion. No correspondence shall be entered into.

Participation constitutes the Entrant’s full and unconditional agreement to and acceptance to assign all ownership of their logo to HBC.

Entering the contest constitutes permission for Herts Baseball Club 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.

No timetable is set for the announcement of contest winners.

INTELLECTUAL PROPERTY

All submitted work must be original and not based on any pre-existing design. All Entries will become the sole property of HBC and may be displayed publicly on HBC web sites. The winning entry will be registered by HBC and the Entrant agrees to transfer all right and title to the Entry to HBC 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 HBC in relation to the Contest. They govern the Entrant’s participation and supersede any prior or other agreements between the Entrant and HBC and relating to the Contest.

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 endeavour 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.

REPRESENTATION 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

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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 HBC as required in these Official Rules.

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 HBC. By participating in the Contest, the Entrant agrees to indemnify, defend, and hold harmless HBC and its officers, agents, affiliates, contractors, contributors, subsidiaries, licensors and distributors ("HBC 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 HBC 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 HBC 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, HBC may, in its sole discretion, suspend, modify or terminate the Contest by posting a notice at hertsbaseball.com. If the Contest is terminated before the scheduled end of the Contest Period, HBC 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 HBC believes to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified. HBC 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 HBC OR ANY HBC 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 HBC OR A HBC 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 HBC OR ANY HBC ENTITY RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED THE GREATER OF £100 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 the laws of England and Wales apply, 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, HBC's decision as to the interpretation shall be final and Entrant shall be bound by HBC's decision.

Governing Law. The interpretation and enforcement of these Official Rules will be governed by the laws of England and Wales, 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 HBC 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 courts of England and Wales. 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.

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