



Noonday Shanty 5&10K

2023 Poster Design Contest

We invite you to participate in the poster design contest for the Second Annual Noonday Shanty 5&10k race!

Contest Deadline: **Friday, December 16th, 2022**

By winning this contest, you will receive a cash prize, and your poster will be the official poster of the 2023 Noonday Shanty. All race participants and attendees will have the opportunity to purchase the poster at the race. It will also be featured in various promotional materials for the race by the Town Center Community Alliance.

The rules, guidelines, and release waiver for the contest can be found in this packet.
Visit TownCenterCID.com/Noonday-Shanty for more information about the race.







Brought to you by the Town Center Community Alliance

2022 Poster Example

For reference only



Size
11" x 17"

- Colors**
-  Pantone Warm Red C
 -  Pantone 276 C
 -  Pantone 310 C
 -  Pantone 7421 C
 -  C4 / M2 / Y7 / K0
 -  C20 / M15 / Y16 / K0

2022 Poster Design Contest Rules:

TOWN CENTER COMMUNITY ALLIANCE, INC. OFFICIAL CONTEST RULES

Town Center Community Alliance, Inc.
1825 Barrett Lakes Boulevard
Suite 250
Kennesaw, GA 30144

The Town Center Community Alliance, Inc. (the "Alliance") will conduct the Noonday Shanty 5 & 10K Event Poster Design Contest (the "Contest"), as described in these rules (the "Official Contest Rules"), to select designs for the promotional posters for the Noonday Shanty 5 & 10K (the "Event"). By participating in the Contest, each participant (the "Participant") agrees as follows:

1. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR TO WIN. ALL U.S. FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

2. HOW TO ENTER:

This Contest will begin at 11:00 AM EDT on Thursday, September 1, 2022, and will end at 11:59 PM EDT on Friday, December 16, 2022 (the "Contest Entry Period"). The Alliance will be the official timekeeper for the Contest.

To participate in the Contest, Participant must submit an original digitally created or hand-drawn design (each, a "Design Entry") capable of display on an 11" x 17" poster to Brandy@towncenterid.com no later than 11:59 PM EDT on Friday, December 16, 2022.

The Design Entry may be digitally created or hand-drawn, subject to the conditions herein:

- Each Design Entry must be submitted as a digital file (PDF or JPG) attachment to the email address provided above.
- Participant's full name, address/city/state/zip, age, email, and daytime phone number must be submitted in the body of the email.
- No photographs of original artwork will be accepted.
- The Event title, "Noonday Shanty 5 & 10K", must be included within the Design Entry.
- All entries must be received by Friday, December 16, 2022. No facsimiles or mechanical reproductions are permitted.
- After submission of a Design Entry, each Design Entry shall become the exclusive property of the Alliance, and no Design Entries will be returned.

2022 Poster Design Contest Rules: *continued*

- A maximum of three (3) entries may be submitted by each Participant during the Contest Entry Period. Any questions regarding the number of entries submitted shall be determined by the Alliance in its sole discretion. The Alliance reserves the right to disqualify any entries by persons who submit false or misleading entry information or who the Alliance determines to be tampering with or abusing any aspect of the Contest
- The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that Participant's entries and may result in Participant's disqualification. Incomplete, forged, altered, automated, mechanically reproduced, lost, late, misdirected, garbled, illegible entries, or entries that do not meet the requirements specified herein may be disqualified at the sole discretion of the Alliance.

3. ELIGIBILITY

Subject to the additional restrictions herein, the Contest is open to legal residents of the State of Georgia who are physically located in the U.S. at the time of entry. Employees, officers, and directors of the Town Center Community Improvement District (the "Town Center CID"), ORION Racing, LLC ("ORION"), and the Alliance (and the immediate family members of any such employee, officer or director, and any person residing in their same households, whether or not related) are not eligible to participate in the Contest. The term "immediate family members" includes spouses, parents, grandparents, siblings, children, grandchildren, and their respective spouses, regardless of where they reside. Proof of sending or submission of an entry will not be deemed proof of receipt by the Alliance.

Individuals under the age of eighteen (18) years old who wish to submit a Design Entry must have a Qualifying Adult give permission to such individual to sponsor the submission of a Design Entry. A "Qualifying Adult" is herein defined as one of the following: (1) a parent or legal guardian, (2) a teacher, counselor, or other school official (acting with parental/legal guardian permission), or (3) an employee of a community center or social worker (acting with parental/legal guardian permission).

4. ENTRY RESTRICTIONS

Participant must be the sole author of the Design Entry. In addition, a Design Entry (1) cannot depict trademarked apparel; (2) cannot contain any nudity, sexually explicit, disparaging, libelous, or other inappropriate content (all as determined in the sole discretion of the Alliance); (4) cannot contain any commercial content that promotes any product(s) or service(s) other than the Alliance or the Noonday Shanty 5 & 10K; (5) cannot contain any trademarks, copyrighted works or other intellectual property other than works and intellectual property that Participant owns, or for which Participant has obtained royalty-free rights for Alliance, the Town Center CID, and ORION to use in connection with this Contest and related events (collectively, "Authorized Assets").

2022 Poster Design Contest Rules: *continued*

Any and all elements appearing in a Design Entry must be entirely original, created by the Participant, be in the public domain, or be an Authorized Asset, as defined herein. The use of any materials that are not original to the Participant, not in the public domain, or that are not Authorized Assets may result in disqualification. The Alliance reserves the right to disqualify any entry that violates the foregoing restrictions, as determined by the Alliance in its sole discretion.

5. PRIZE

One (1) First Winner Design Prize:

Subject to verification of eligibility and compliance with these Official Contest Rules, the Participant who submits the winning Design Entry, as determined in the sole judgment of the Alliance, will be chosen as the one (1) first place winner (the "First Winner"). The First Winner will receive a check for \$250.00 (the "First Prize").

One (1) Second Winner Design Prize:

Subject to verification of eligibility and compliance with these Official Contest Rules, the Participant who submits the runner-up Design Entry, as determined in the sole judgment of the Alliance, will be chosen as the one (1) Second Winner (the "Second Winner") (hereafter, each First Winner and Second Winner are sometimes referred to individually as a "Winner" and collectively as the "Winners"). The Second Winner will receive a check for \$100.00 (the "Second Prize") (the First Prize and Second Prize are herein sometimes referred to generally as a "Prize" and collectively as the "Prizes").

The total Approximate Retail Value ("ARV") of all prizes to be awarded in the Contest is \$350.00.

If a potential First Winner or Second Winner is under the age of eighteen (18) years old (a "Potential Minor Winner"), Alliance reserves the right to award a Prize in the name of Potential Minor Winner's parent and/or legal guardian, and these Official Contest Rules will apply to the Alliance's awarding of a Prize. Prior to the awarding of any Prize to a Potential Minor Winner, such Participant's parent or guardian must complete and submit a Release and Transfer For Minor Participant Form within five (5) business days after notification by the Alliance.

Limit:

One (1) Prize per person and per household.

6. ODDS

The odds of winning depend upon the total number of eligible entries received.

2022 Poster Design Contest Rules: *continued*

7. WINNER NOTIFICATION AND ACCEPTANCE

The Alliance will notify a potential First Winner and a potential Second Winner on or about January 6, 2023, at the telephone number or email address provided in the entry email. If a potential Winner does not respond to the Alliance's notification or attempted notice within seventy-two (72) hours, the Alliance reserves the right to determine an alternate First Winner or Second Winner, respectively, or not to award a Prize, in its sole discretion. A Prize is nonassignable and nontransferable to any entity or person other than Winner. No substitutions are allowed. Failure of a Winner to comply with any term or condition of these Official Contest Rules may, in the sole discretion of the Alliance, result in disqualification and the forfeiture of the Prize.

Participation in the Contest constitutes a Participant's consent to publicize the submitted Design Entry as well as the Participant's name, city and state of residence, voice, photograph image, and/or other likeness, and Prize information in promotional material of the Alliance, the Town Center CID, ORION, and each of their respective designees in any media now known or hereafter devised, throughout the world, in perpetuity, for any commercial or promotional purpose, without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law. Each Winner will be required to complete a Release and Transfer Form, which must be returned within five (5) business days after notification by the Alliance.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL THE ALLIANCE HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

Winner is solely responsible for reporting and payment of any taxes on a Prize. Winner may be required to provide his/her valid Social Security Number to the Alliance for tax purposes and/or complete an IRS W-9 form in order to claim the Prize. Winner is solely responsible for all federal, state, and local taxes on Prize value and, as applicable, will be issued an IRS Form 1099 based on the Prize value determined by the Alliance. If a Prize is not claimed by an eligible Winner in accordance with these Official Contest Rules, no Prize will be awarded and any such Prize will remain the sole property of the Alliance.

Fourteen (14) days following the end of the Contest Entry Period, the name of the Winners may be obtained by sending a request with a self-addressed, stamped envelope to Town Center Community Alliance, Inc., 1825 Barrett Lakes Boulevard, Suite 250, Kennesaw, GA 30144.

2022 Poster Design Contest Rules: *continued*

8. PARTICIPATION

Participation in the Contest constitutes an agreement by each Participant to comply with these Official Contest Rules and the decisions of the Alliance, which are final and binding in all respects. The Alliance reserves the right to cancel, suspend, or modify the Contest (or any portion thereof) for any or no reason, or if the Alliance determines, in its sole discretion, that fraud, technical failures, tampering, or other causes corrupt, compromise, or impair the administration, security, fairness, integrity, or proper operation of the Contest (or any portion thereof).

The Alliance reserves the right to disqualify Participants found tampering with, failing to cooperate with, or otherwise abusing any aspect of this Contest, as solely determined by the Alliance. The Alliance disclaims any responsibility to notify Participant of any aspect related to the conduct of the Contest.

By participating, each Participant agrees that the Alliance shall not be responsible for delays, technical or mechanical difficulties, non-authorized human intervention, tampering, human error, malfunctions, or failures of any kind, whether originating with Participant, the Alliance, the Town Center CID, ORION, or any third party, including, without limitation, the malfunction of any telephone, cable or satellite network, computer network, or equipment. The Alliance is not responsible for any events beyond its control.

9. RELEASE

By participating in the Contest, Participant agrees to fully release, forever discharge and hold harmless the Town Center Community Alliance, Inc., the Town Center CID, ORION, and each of their respective directors, officers, employees, attorneys, licensees, distributors, dealers, retailers, printers, representatives, advertising and promotion agencies, and any and all other companies associated with the Contest, and all of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from any liability whatsoever for any claims, costs, promises, demands, causes of action, injuries, losses, or damages of any kind arising out of or in connection with, directly or indirectly, in whole or in part, the Contest, preparation for, or participation in the Contest or with the acceptance, receipt, possession, use or misuse of any Prize or any travel or activity related to the receipt, possession, use or misuse of any Prize, including, without limitation, claims, costs, promises, injuries, losses and damages related to personal injury, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light.

By entering the Contest, Participant agrees that the Alliance, the Town Center CID, ORION, their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and Prize suppliers, and each such company's officers, directors, employees, agents, representatives, and successors and assigns have the absolute right and permission to publish Participant's Design Entry

2022 Poster Design Contest Rules: *continued*

online, including on social media platforms or the Alliance's website, and to broadcast, publish, or otherwise use the Design Entry and/or Participant's biographical information, and likeness in connection with the Contest or for any commercial, publicity, or promotional purpose without limitation, review or approval, or compensation to Participant.

By entering, Participant grants the Released Parties an exclusive, royalty-free, and irrevocable ownership and right (but not the obligation) to telecast, broadcast, copy, edit, adapt, modify, reproduce, publish, create derivative works of, distribute, use, sell, or otherwise publicly display each Participant Design Entry, or any portion thereof, in any manner or medium throughout the world in perpetuity, for commercial, publicity, or promotional purposes, and to license others to do so, without limitation, review, or approval, or compensation to Participant.

10. LIMITATIONS OF LIABILITY

By entering the Contest, each Participant acknowledges and agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any Prize awarded, shall be resolved individually, without resort to any form of class action which is waived; (2) any and all claims, judgments, and awards shall be limited to the face value of the collective Prizes (\$350.00); (3) under no circumstances will any Participant be permitted to obtain any award for, and Participant hereby waives all rights to claim, punitive, incidental, indirect, special, or consequential damages and/or any other damages against the Alliance or the Town Center CID; and (4) any dispute that cannot be resolved informally shall be resolved through binding arbitration, the Participant and the Alliance hereby waiving any right to a jury trial.

Participant acknowledges and agrees that everything regarding this Contest, including the Alliance's website and any Prize, is provided "as is" and that the Alliance makes no representations or warranties of any kind, express or implied, about the Prize and the Alliance hereby disclaims all such warranties, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, printing or production errors, or by any of the equipment or programming associated with or employed in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest, the processing of entries, or the notification of the Winners; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a Participant's participation in the Contest or receipt or use or misuse of any prize. Only the Prizes stated in these Official Contest Rules are available to be won in the Contest.

2022 Poster Design Contest Rules: *continued*

11. CONSTRUCTION

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Contest Rules, or the rights and obligations of the Participant and the Alliance in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of Georgia, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. The invalidity or unenforceability of any provision of these Official Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Contest Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

12. NO VIOLATION OF THIRD-PARTY RIGHTS

By entering the Contest, Participant represents and warrants that (1) any Design Entry submitted by the Participant is original, was legally obtained and created, and does not infringe the intellectual property rights or other legal, equitable, or moral rights of any third party; (2) Participant has obtained permission to submit the Design Entry from any person named, described, or appearing in the Design Entry and from the owners of all locations appearing in a Design Entry, and Participant is able to make such authorizations available to the Alliance upon request; (3) the entry submitted by Participant has not previously been published or accepted for publication and is not currently under consideration for publication; and (4) Participant will not disseminate or otherwise submit the Design Entry to any other entity for publication.

13. SPONSOR

The Contest is sponsored by the Town Center Community Alliance, Inc. The decisions of the Alliance regarding the selection of the Winners, the eligibility of a Recipient, and all other aspects of the Contest shall be final and binding in all respects. The Alliance will not be responsible for typographical, printing or other inadvertent errors in these Official Contest Rules or other materials or announcements relating to the Contest.

If you have any questions regarding this Contest, please contact the Alliance via email at Brandy@towncentercid.com or by mail at the above-listed address.

2022 Poster Design Contest Rules: *continued*

14. INDEMNIFICATION

If Alliance's use of Participant's Design Entry causes the Alliance and/or any other Released Parties to be subject to a claim by any third party, Participant agrees to indemnify and hold harmless the Alliance and Released Parties, and all persons acting by, through, under, or in concert with the Released Parties, against any and all damages, costs, judgments, and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of Participant's Design Entry.

2022 Poster Design Contest Waiver

TOWN CENTER COMMUNITY ALLIANCE, INC. NOONDAY SHANTY EVENT POSTER DESIGN CONTEST RELEASE AND TRANSFER

Upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (the "Participant") submits this Release and Transfer and agrees that upon participating in the Town Center Community Alliance, Inc. (the "Alliance") Noonday Shanty 5 & 10K Event Poster Design Contest (the "Contest") by submitting an entry or entries (each, a "Design Entry") in said Contest, Participant hereby releases all rights or claims of right, including copyright, trademark, patent, intellectual property rights, and other proprietary rights to Design Entry. Participant confers upon and transfers full, unlimited, irrevocable, sole, and exclusive ownership of Design Entry including trademarks, service marks, names, symbols, logos, designs, artwork, and trade names, whether registered, pending registration, or subsisting at common law, to the Alliance.

Participant warrants that the Design Entry, and the Alliance's use thereof, will not infringe upon any patent, trade secret, trademark, license, copyright, or intellectual property rights of any third party, and Participant hereby agrees to defend, indemnify, and hold harmless the Alliance from and against all third-party actions and claims arising out of any alleged infringement, including without limitation, any claim for infringement of patent, trade secrets, trademarks, license, copyrights, or intellectual property rights.

Participant grants to the Alliance the right to register, trademark, and copyright Design Entry in the Alliance's name and to telecast, broadcast, copy, edit, adjust, modify, create derivative works of, publish, display, reproduce, market, and use in advertising through any type of media, for internal use, and any other lawful purpose, without further compensation or report to Participant. Participant further grants the Alliance all rights to use, modify, and make derivative works of the Design Entry without inspection, approval, or compensation to Participant.

Participant and Participant's heirs, representatives, executors, administrators, and successors expressly release the Alliance, the Town Center Community Improvement District (the "Town Center CID"), and ORION Racing, LLC ("ORION"), their respective directors, officers, professional advisors, employees, and any other persons acting on behalf of the Alliance, the Town Center CID, or ORION, from and against any and all claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest and the Alliance's subsequent use of the Design Entry.

Participant is eighteen (18) years of age or older and a legal resident of the State of Georgia.

Signature: _____ Date: _____

Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____



2022 Poster Design Contest Waiver for Minor Participant

TOWN CENTER COMMUNITY ALLIANCE, INC. NOONDAY SHANTY EVENT POSTER DESIGN CONTEST RELEASE AND TRANSFER FOR MINOR PARTICIPANT

Upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter the "Parent") submits this Release and Transfer on behalf of _____ (the "Minor Participant"), who is under 18 years of age. Parent is the parent or legal guardian of the Minor Participant, and is legally entitled to the complete custody, care, and control of the Minor Participant.

Parent agrees that upon the Minor Participant participating in the Town Center Community Alliance, Inc.'s (the "Alliance") Noonday Shanty 5 & 10K Event Poster Design Contest (the "Contest") by submitting an entry or entries (each, a "Design Entry") in said Contest and Parent subsequently submitting this Release and Transfer, Parent agrees to and affirms the following:

1. Parent is legally entitled to provide this Release and Transfer on behalf of the Minor Participant.
2. The Design Entry was created by the Minor Participant and has not been published before. The Minor Participant and Parent collectively own all intellectual property of the Design Entry.
3. Parent warrants that the Design Entry, and the Alliance's use thereof, will not infringe upon any patent, trade secret, trademark, license, copyright, or intellectual property rights of any third party, and Parent hereby agrees to defend, indemnify, and hold harmless the Alliance from and against all third-party actions, claims, suits or related causes of action for damages that may result from any alleged infringement, including without limitation, any claim for infringement of patent, trade secrets, trademarks, license, copyrights, or intellectual property rights.
4. Parent hereby releases all rights or claims of right, including copyright, trademark, patent, intellectual property rights, and other proprietary rights to Design Entry. Parent further confers upon and transfers full, unlimited, irrevocable, sole, royalty-free, and exclusive ownership of Design Entry including trademarks, service marks, names, symbols, logos, designs, artwork, and trade names, whether registered, pending registration or subsisting at common law, to the Alliance.
5. Parent hereby grants to the Alliance the right to register, trademark, and copyright the Design Entry in the Alliance's name, and to telecast, broadcast, publish, copy, edit, adjust, modify, create derivative works of, publish, display, reproduce, market, and use in advertising through any type of media, for internal use, and any other lawful purpose, without further compensation or report to Parent or Minor Participant. Parent further grants the Alliance all rights to use, modify, and make derivative works of the Design Entry without inspection, approval, or compensation to Parent or Minor Participant.

2022 Poster Design Contest Waiver for Minor Participant *continued*

6. Parent is aware that Minor Participant's name may be used in promotional materials. Parent understands that neither Parent nor Minor Participant will be compensated beyond any prize awarded by the Alliance in accordance with the Official Contest Rules.
7. Parent, Parent's heirs, Minor Participant, and Minor Participant's heirs, representatives, executors, administrators, and successors expressly release the Alliance and the Town Center Community Improvement District (the "Town Center CID"), ORION Racing, LLC ("ORION"), their respective directors, officers, professional advisors, employees, and any other persons acting on behalf of the Alliance, the Town Center CID, or ORION, from and against any and all claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest and the Alliance's subsequent use of the Minor Participant's Design Entry.
8. Parent is eighteen (18) years of age or older. Minor Participant is a legal resident of the State of Georgia.
9. Parent and Minor Participant agree to abide by the rules and regulations set forth in the Official Contest Rules. Parent is aware that violations of the Official Contest Rules, or misrepresentation of information on this Release and Transfer, may result in restriction, revocation, reduction, or loss of participation privileges, and/or forfeiture of any prize associated with the Contest.
10. Parent agrees that neither the Parent nor Minor Participant will submit the Design Entry to any other entity in a substantially similar form without prior written and explicit consent from the Alliance.

I, the undersigned, have read, understand, affirm, and agree to the above statements, waivers, releases, and consents.

Printed Name of Minor Participant: _____

Parent/Guardian Signature: _____ Date: _____

Printed Name of Parent/Guardian: _____

Relationship to Minor Participant: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____



Contact

Brandy McDow

Marketing & Outreach Manager

brandy@towncentercid.com

678.350.5061