

**“Orange Out” T-Shirt Contest**  
**OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. CONTEST ENDS SEPTEMBER 1, 2018 11:59:59 PM (EDT).**

**1. Eligibility:** The *Orange Out T-Shirt Contest* (the “Contest”) is open to (a) individuals who are legal residents of the United States or the District of Columbia, who are 18 years of age or older (or the age of majority in their jurisdiction of residence, whichever is greater) as of the date of entry (“Adult”), and (b) the parent or legal guardian submitting an entry on behalf of a child between the age of 13 and 17 (such eligible parent or legal guardian hereafter, a “Parent”, and such child, hereafter, a “Child”), where both the Parent and Child are legal residents of the United States or the District of Columbia (Parent submitting entry on behalf of his/her Child, and Adult are collectively referred to herein as “Contestants” or “Contestant” or “You”), who submit a T-shirt design to Syracuse University (“Sponsor”) in accordance with the terms and conditions set forth herein (the “Rules”). The following individuals are not eligible: employees of Syracuse University, and the immediately family members (spouse, parent, child, sibling of), and those living in the same households as, each such employee. The Contest is subject to all applicable federal, state and local laws and regulations. Contest is void outside the U.S. and where prohibited or otherwise restricted by law.

**2. Agreement to Rules:** By participating in this Contest, You agree to be fully unconditionally bound by these Rules. Contestants agree to have their Entry and name posted if deemed a Finalist. Contestant agrees to accept the decisions of Sponsor as final and binding as it relates to the Contest.

**3. Submission Period:** Entries will be accepted starting on or about August 10, 2018 and ending September 1, 2018. All online entries must be received by September 1, 2018, 12:00 pm EDT. All mailed entries must be postmarked by September 1, 2018 and received by September 5, 2018.

**4. How to Enter:** Contestants can download the official Syracuse Athletics Orange Out T-Shirt Design Template (“Design Template”) and Syracuse Athletics Orange Out T-Shirt Entry Form (“Entry Form”) (Design Template and Entry Form collectively referred to herein as the “Entry”) available at [cuse.com/OrangeOut](http://cuse.com/OrangeOut). Using the Design Template, Contestant can design a t-shirt that meets the Design Criteria (Section 5), and provide the information requested on the Entry Form. There are two ways to submit an Entry: (1) send a .jpg or .pdf file limited to a file size of no more than 20 MB to [TEAMSU@syr.edu](mailto:TEAMSU@syr.edu), or (2) by sending a hard copy on an 8 ½” X 11” sheet of paper with an entry form to Syracuse Athletics T-Shirt Contest, Manley Field House, 1301 E. Colvin Street, Syracuse, New York 13244-5020. The Entry must fulfill all Design Criteria and Rules to be eligible to win a prize. Entries that are not complete or do not adhere to the Design Criteria and Rules may be disqualified at the sole discretion of the Sponsor. Contestants are free to enter as many times as they want. Contestants that use fraudulent methods or otherwise attempt to circumvent the Rules may be removed from eligibility at the sole discretion of Sponsor.

**5. Design Criteria:** Along with the judging criteria (Section 8), each Entry must comply with the following criteria (the “Design Criteria”):

- Entry must reflect the “Orange Out” theme of a community of fans expressing support for the Syracuse University football team (the “Theme”).

- Entry must be useable on an orange colored shirt and be limited to 1-2 colors.
- Entry must be the original work of the Contestant and must not include, be based on, or derive from any pre-existing or third-party designs, trademarks, or copyrighted images.
- Entry may not depict inappropriate images or words, or contain vulgar or defamatory content (examples include those of a sexual, illegal, violent, disparaging or hateful nature).
- Entry must be received by Sponsor during the Submission Period.
- Entry must contain all information requested.
- If an Entry was previously published or entered into another contest or won any prize or award, it will not be eligible for this Contest.
- If an Entry depicts the recognizable or lifelike image or likeness of any person, Contestant must have written permission from such individual to use their image/likeness in the Entry. Sponsor may require a copy of such permission.

**6. Intellectual Property:** All Entries shall become the property of Sponsor. By submitting an Entry, Contestant irrevocably transfers, conveys and assigns to Sponsor all of the worldwide right, title, and interest in and to the Entry, including without limitation, all copyrights, trademarks, and other intellectual property rights, and the right in perpetuity to secure copyright and trademark registrations, and including, without limitation, the right to use, edit, reproduce, distribute, modify, digitize, and adapt the Entry for any and all purposes, without the need for further consideration, attribution, or agreement. Contestant hereby waives, and agrees never to assert, any moral or publicity rights with respect to any Entry. Contestant shall execute, cause to be executed and/or deliver such other instruments or documents as are required or reasonably requested by Sponsor to further effect or evidence Sponsor's ownership of the Entry. Contestant understands and acknowledges that he/she will not be paid for or receive any form of compensation for the Entry, or for granting these rights, other than any prize that may be received due to being determined as a winner.

**7. Prizes:** The winner (Parent or Adult) of the Contest will receive a special fan experience when the Syracuse University football team hosts North Carolina in its Atlantic Coast Conference matchup Saturday, October 20, 2018 at the Carrier Dome. The prize will include: (a) priority tickets for winner and up to four guests, if winning Entry was submitted by an Adult, or (b) priority tickets for Parent, Child and up to three guests, if winning Entry was submitted by a Parent on behalf of his/her child. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. No substitution of prize or transfer/assignment of prize to others by winner is permitted. The winner is responsible for any applicable taxes and all other expenses associated with prize herein being awarded.

## **8. Judging:**

**Selection of Finalists:** All qualifying Entries will be judged by a panel of Syracuse University staff members on the following criteria: (a) satisfying the Design Criteria, (b) creativity and originality of the Entry, and (c) adherence to the Theme. The five (5) Contestants with the highest-scoring Entries will be declared potential finalists (each a "Finalist"), subject to verification, and will be notified on or about September 10, 2018, via email and/or telephone as indicated on the entry form. Sponsor reserves the right to increase or decrease the number of Finalists based upon the number of submissions.

**9. Winner Notification:** The winning entry will be posted on Cuse.com by 5:00 pm EDT on September 20, 2018 and the winner will be notified via email and/or telephone as indicated on the Entry Form within two (2) days following the selection of winners. Sponsor shall have no liability for a winner's failure to

receive notices due to winner's spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted after two (2) attempts or is ineligible, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (DETERMINED BY SPONSOR IN ITS SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**10. Representations and Warranties:** Contestant represents and warrants that the Entry (a) is original; (b) does not infringe the intellectual property, privacy, publicity rights, ownership or any other legal or moral rights of any third party; and (c) has not been entered into contests sponsored by any other entity or person other than Sponsor; and (d) is suitable for public viewing.

**11. Rights Granted by Contestant:** By entering this Contest You understand that Sponsor, anyone acting on behalf of Sponsor, or its respective licensees, successors and assigns, will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the Entry and winner's name, as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation. Except where prohibited by law, by acceptance of the prize(s), winner(s) agree to the use of their name, likeness, biographical data, and/or voice in any and all advertising, promotions, and other publicity conducted by Sponsor, its trustees, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, and officers in any medium without additional

authorization, compensation or remuneration to the extent permitted by law. Sponsor is responsible only for delivery of prize, not for use, utility, quality or otherwise.

**12. Privacy Policy.** Any personally identifiable information collected during the course of this Contest will be collected by Sponsor and used by Sponsor for purposes of the proper administration and fulfillment of this Contest as described in these Rules and in accordance with Sponsor's Privacy Policy as stated at [http://www.syr.edu/about/privacy\\_policy.html](http://www.syr.edu/about/privacy_policy.html) and as allowed by law.

**13. Terms:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. Sponsor reserves the right at its sole discretion to disqualify any Contestant who it suspects has tampered or attempted to tamper with the entry process or the operation of the Contest or website or violated these Rules.

Sponsor has the right, in its sole discretion, to maintain the integrity of the Contest, to void Entries for any reason, including, but not limited to: profanity or suggesting the use of illegal substances or acts.

Any attempt by a Contestant to deliberately damage any website or 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 seek damages from any such person to the fullest extent permitted by law.

By entering the Contest, You agree to receive email newsletters periodically from Sponsor. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

Questions regarding this Contest may be directed to Sponsor at the address set forth below.

**14. Limitation of Liability:** By entering You agree to release and hold harmless Sponsor and its trustees, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such Your participation in the Contest and/or your acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error which may occur in the administration of the Contest or the processing of entries.

**15. Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES AND NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, Contestant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than Contestant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and Contestant further waives all rights to have damages multiplied or increased.

**16. Sponsor:** The Sponsor of the Contest is Syracuse University, Manley Field House, 1301 E. Colvin Street, Syracuse, NY 13244-5020.

This Contest is in no way sponsored, endorsed or administered by Facebook, Instagram, Snapchat or Twitter.