



OFFICIAL RULES
NO PURCHASE NECESSARY
Void Where Prohibited

HOW TO ENTER: This weekly contest begins 12:01 A.M. Pacific on October 15, 2009. The Submission for new designs ends 11:59 PM Pacific on December 10, 2009. The contest officially ends at 11:59 P.M. PACIFIC on Tuesday, December 31, 2009. San Diego Science Festival, a program of the Regents of the University of California (HEREIN REFERRED TO AS ‘THE CLIENT’), reserves the right to cancel the contest at any time between 12:01 A.M. PACIFIC on October 15, 2009 and 11:59 A.M. PACIFIC on December 15, 2009.

To enter go to <http://www.sdsciencefestival.com/mascot.html> and follow instructions to submit your original image. An email address will be required to submit the image. Once the image is submitted, an email will be sent with notification that the image has been submitted. The Client is not responsible for lost, late, ineligible, or incomplete entries or entries not received for any reason. Entries become sole property of The Client and none will be acknowledged or returned. Entries may be reproduced on merchandise by The Client for sale on tour. By entering, entrant warrants that his or her entry (1) is original and does not infringe the intellectual property rights of any third party, (2) has not been published in any medium or (3) has not won an award.

2. JUDGING: Determination of contest winners will proceed in three steps.

(a) **INITIAL REVIEW:** In the first step, The Client will review all submitted images to determine whether the images will proceed to the second step. This initial review will judge the images based on their originality, creativity, consistency with the San Diego Science Festival’s public image and goals, and appropriateness. In this context, an image will be considered “appropriate” only if, in the sole judgment and discretion of The Client, the image would not damage the reputation of the San Diego Science Festival or cause it embarrassment of any kind. There is no limit to the number of images that can be submitted.

(b) **ON-LINE VOTING:** After approval, the entrant will be notified by email that the image is approved and the image will be placed into voting through an on-line system. Images will be randomly paired against each other in an “A vs. B” model. Images are randomly chosen to equally distribute voting across all images currently in voting. A voter selects their favorite image by clicking on A or B with their computer mouse and this is considered a vote. The two new images reappear and the voter reselects A or B over and over. All the votes “for” the images are recorded. The five images with the highest number of votes will be entered into a final round of Judging. In the event of a tie, The Client may either (i) select an image at random among those that received the same number of votes, (ii) expand the number of images that proceed to the third step, or (iii) select the image or images that it believes are most suitable for the San Diego Science Festival from among those that received the same number of votes.

(c) The Client’s internal committee will determine the final three prize winners. , in The Client’s sole discretion . The Client’s staff reserves the right to select a winner based on judgment of most appropriate image and with the highest win percentage. Every week the votes from the prior week are reset to zero in the system and a fresh competition begins. This equalizes

all images so that a new entry has the same chance as an image submitted in prior weeks to win. Incomplete and/or inaccurate entries and entries not complying with all rules are subject to disqualification. Any use of a “spider”, “robot”, or any computer program designed to modify voting data will result in the banning of the user and deletion of this data. We reserve the right to remove any user or image deemed to benefit from non-human voting. Decisions of the judges are final and binding. Winning images will be removed from voting once winning is approved. Images that did not win the previous week will have another chance to win against new images that are entered for the current contest. The winning image may be featured on The Client website properties.

3. **ELIGIBILITY:** Open to legal residents of the 50 United States and the District of Columbia who are 18 years or older, or from 13 through 17 years of age where the participant has the consent of a parent or legal guardian to participate in the promotion. Proof of parental consent will be required before prizes will be awarded to participants younger than 18. Void where prohibited by law. Employees of The Client, or their promotional partners and their respective parents, affiliates and subsidiaries, participating advertising and promotion agencies (and members of their immediate family and/or those living in the same of household of each such employee) are not eligible. Winners are subject to validation by The Client

4. **PRIZES AND APPROXIMATE RETAIL VALUE:** Three Winners, will receive cash prizes totaling \$1450. First place receives \$1000. Second Place will receive \$300. Third Place will receive \$150. **ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER.** The prize is awarded without warranty, express or implied, of any kind. Limit one prize per person or household.

5. **CONDITIONS OF PARTICIPATION:** Participation in any part of the contest constitutes full and unconditional acceptance of these Official Rules and the decisions of the contest judges. No transfer, assignment, or substitution of a prize permitted, except The Client reserves the right to substitute prize (or prize component) for an item of equal or greater value at The Client’s discretion. Nothing in these official contest rules shall obligate The Client or Sponsor to publish or otherwise use any entry submitted in connection with this Contest. All federal, state and local laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules and by the decisions of The Client which are final and binding on all matters pertaining to this Contest. By entering, Entrant represents and warrants that any images and other materials submitted as part of Entrant’s contest entry are original and will not constitute defamation or an invasion of privacy or otherwise infringe upon the rights of any third party, and that the Entrant owns or has the rights to convey any and all right and title in such images and other materials. In addition, by entering, Entrant grants to The Client an exclusive, non-revocable worldwide, royalty-free, perpetual license to edit, publish, promote, produce, publicly display, sell, republish, alter, edit, and make derivative works at any time and otherwise use entrant’s submitted image, along with entrant’s name, likeness, biographical information, and any other information provided by entrant, in any and all media, now existing or developed in the future, for any purpose, including without limitation editorial, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law).

Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. Acceptance of the prize constitutes permission for The Client and its agencies to use Winner's name and/or likeness, biographical information, and image for advertising and promotional purposes without additional compensation, unless prohibited by law. By entering and/or accepting prize, entrants and winners agree to hold The Client, The sponsor, and their promotional partners, its directors, officers, employees and assignees harmless for liability, damages or claims for injury or loss to any person or property relating to, in whole or in part, directly or indirectly, their participation in this Contest, the images submitted, the acceptance and/or subsequent use or misuse, or condition of any of the prizes awarded, or claims based on publicity rights, defamation, invasion of privacy, or copyright or trademark infringement. False or deceptive entries or acts, as determined by The Client in its sole discretion, will render the Entrant ineligible. The Client, in its sole discretion, reserves the immediate and un-restricted right to disqualify any entrant or prize winner, if either commits or has committed any act, or has been involved or becomes involved in any situation or occurrence which The Client deems likely to subject The Client, entrant or winner to ridicule, scandal or contempt or which reflects unfavorably upon The Client in any way. If such information is discovered by The Client after a winner has received notice of his prize and before the prize is awarded, the prize may be rescinded in its entirety. If a portion of his/her prize has already been awarded, the remainder of the prize that has been fulfilled may be withdrawn. Decisions of The Client are final and binding in all matters related to this paragraph. The Client is not responsible for any typographical or other error in the printing of the offer, administration of the contest, or in the announcement of the prize.

6. INTERNET: Neither The Client nor Artistic Hub is responsible for lost or late entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by The Client, Sponsor, or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering (including by way of example automated voting), unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, The Client reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process or any entry that has been the subject of such tampering by third parties, and to cancel, terminate, modify or suspend the contest. The Client reserves the right to select winners from eligible entries received as of the termination date. CAUTION: Any attempt by a contestant to deliberately damage any Web site or undermine the legitimate operation of the game is a violation of criminal and civil laws and should such an attempt be made, The Client reserves the right to seek damages from any such contestant to the fullest extent of the law. If there is a dispute as to the identity of the Entrant, the prize will be awarded to the authorized account holder of the email address. The "authorized account holder" is defined as the natural person to whom the email address is assigned.

7. **GOVERNING LAW:** This Contest is governed by the internal laws of the State of California without giving effect to any conflicts of laws rules which may result in the application of the law of any other jurisdiction. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the City of San Diego.

8. **SEVERABILITY:** If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

9. **WINNER'S LIST:** For name of Winner(s), available after the contest ends, send a self addressed stamped envelope to: San Diego Science Festival, c/o Artistic Hub, 3611 30th St, San Diego, CA 92104