

NEW YORK-PENN LEAGUE

LOGO CONTEST

Official Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** Eligibility for the "NEW YORK-PENN LEAGUE LOGO CONTEST" (the "Contest") is limited as follows:
 - A. **Each individual submitting artwork (each, a "Contestant") must:**
 - (1) not be an employee of ANY MINOR LEAGUE BASEBALL CLUB, or any of their respective parents, subsidiaries, affiliates, and agents, or any agencies or other companies involved in the development or execution of the Contest or production or distribution of Contest materials, and not have any immediate family member (spouse, parents, siblings, and children) or household member who is such an employee; and
 - (2) COMPLY FULLY WITH THESE OFFICIAL RULES.
 - B. **Artwork submitted (each, an "Entry") must:**
 - (1) MUST BE IN VECTOR FORMAT USING ADOBE ILLUSTRATOR OR MACROMEDIA FREEHAND. ARTWORK MUST BE SAVED AT THE APPROXIMATE SIZE OF 5".
 - (2) COMPLY FULLY WITH THESE OFFICIAL RULES.
3. **SPONSOR:** NEW YORK-PENN LEAGUE, 200 Central Ave. St. Petersburg, FL 33701 ("Sponsor"). (NOTE: Entries should not be sent to this address. All entries must be made through a New York-Penn League member club's web site. See Section 5 below (entitled, "How to Enter the Contest") for web site addresses of all clubs. The term Sponsor includes Sponsor's designee(s), if any, to administer the Contest.
4. **AGREEMENT TO OFFICIAL RULES:** By participating in the Contest, each Contestant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest. Being awarded any prize under the Official Rules is contingent upon fulfilling all requirements of these Official Rules.
5. **TIMING:** The Contest consists of an "Entry Phase" and a "Judging Phase," as indicated in the chart below (together, the "Contest Period"). Sponsor's computer is the official timekeeping device for the Contest.

Phase	Start	End
Entry Phase	April 1, 2008 9:00 A.M. EDT	June 1, 2008 5:00 P.M. EDT
Judging Phase	June 2, 2008 7:00 A.M. EDT	August 1, 2008 (or sooner) 5:00 P.M. EDT

HOW TO ENTER THE CONTEST: During the Entry Phase, Contestants must visit ANY NEW YORK-PENN LEAGUE TEAM WEBSITE listed below and follow the links and instructions for how to enter the Contest:

www.ironbirdsbaseball.com, www.auburndoubledays.com, www.muckdogs.com, www.brooklyncyclones.com, www.hvrenegades.com, www.jamestownjammers.com, www.lowellspinners.com, www.mvscrappers.com, www.oneontatigers.com, www.statecollegespires.com, www.siyanks.com, www.tcvalleycats.com, www.vermontlakemonsters.com, www.crosscutters.com

Contestants must submit their Entries electronically to:

tbawmann@lowellspinners.com.

Entries must include: Name, e-mail address, telephone and age.

Each Contestant must have his or her own unique email address (which will be used for identification purposes). In other words, each email address submitted must be accessible only by the person who created and submitted the artwork. Potential Contest winners may be required to show proof of being the authorized account holder of the email address.

Entries will not be returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected Entries, which shall be deemed void and ineligible.

6. REPRESENTATIONS MADE BY CONTESTANTS: By participating in the Contest, each Contestant represents and warrants that, and agrees that the following are true:

- No other individual or entity possesses any right, title or interest in the Contestant's artwork, including, without limitation, contractual rights, rights of publicity and privacy, trademark, copyright and patent rights;
- The Contestant understands and agrees that if the Contestant is the first-place winner, he/she will be required to (i) irrevocably transfer the original artwork to the Sponsor, (ii) irrevocably and perpetually license certain intellectual property rights to the Sponsor in connection with the artwork (which license will be exclusive for the two (2) years following the Contest Period), and (iii) abstain from exercising certain intellectual property rights related to the artwork for a period of two (2) years following the Contest Period (as described in more detail in the section entitled "Requirements of Potential Contest Winners").
- The Contestant understands and agrees that all prize winners are solely responsible for all taxes, permits, or other fees associated with prize receipt; and

- The Contestant has reviewed, and understands and agrees to comply with, all of the Official Rules.

7. HOW ENTRIES ARE JUDGED: The Sponsor shall judge the logo contest by utilizing the New York-Penn League General Managers. Majority vote shall preside over the 14 votes with the League President casting the tie-breaking vote if necessary. The winning choice of the Sponsor in connection with the judging of Entries shall be at its sole and absolute discretion.

8. PRIZES:

Potential Contest winner will be notified on or before August 31, 2008.

First Prize: Subject to these Official Rules, there will be ONE (1) FIRST-PLACE PRIZE awarded to the first-place winner (as determined above). Such First-Place Prize includes a life-time pass to New York-Penn League games as well as an official prize pack consisting of items from each member club. The total value of First Prize is less than \$5,000.00.

Responsibility for taxes and fees: All prize winners are solely responsible for all taxes, permits or other fees associated with prize receipt.

9. SUBMISSION OF ARTWORK GRANTS IRREVOCABLE LICENSE: Each Contestant submitting artwork grants to Sponsor and its assigns an irrevocable but nonexclusive license to publish and display publicly such artwork for purposes of judging of the Entries, publicizing Entries and potential winners, and any other purpose reasonably related to the Contest, including without limitation displaying such artwork after the conclusion of the Contest Period on the website(s) of the Sponsor (or its assign(s)) and in the offices and facilities of the Sponsor. Each Contestant agrees that he/she shall not be entitled to any compensation related to any such display or publication. The Sponsor may, but is not obligated to, attribute the artwork to the respective Contestant in any such display or publication of his/her artwork.

The first-place winner and his/her winning artwork are subject to additional requirements set forth below.

10. REQUIREMENTS OF POTENTIAL CONTEST WINNERS:

As a condition to receiving, and in consideration of, the first-place prize, the first-place winning Contestant:

- transfers all rights, title, and interests in the winning artwork (the "Work") to Sponsor;
- consents to Sponsor's use of Contestant's name, biographical information, image, likeness in connection with the Contest and the promotion and marketing of Sponsor and its member clubs; and
- covenants to conduct any and all media interviews (print, radio and television) related to the Contest or the promotion and marketing of Sponsor or its member clubs.

In connection with such transfer of rights in the Work, Sponsor grants to winning Contestant a non-transferable, royalty-free, perpetual license, without the right to sublicense, to use copies of the Work for Contestant's personal non-commercial use;

provided, however, Contestant may include a copy of the Work, along with other artwork created by Contestant, as part of a collective work.

11. PUBLICITY; CONTESTANT'S PERSONAL INFORMATION: Except where prohibited, participation in the Contest constitutes the Contestant's consent for Sponsor's use and publication of Contestant's name, likeness, Entry (including the submitted artwork), photograph, voice, opinions, biographical information, hometown and state ("Personal Attributes") for promotional purposes in any media without any payment or consideration therefor.

12. RELEASE: By participating in this Contest, Contestant irrevocably releases and agrees to hold harmless the Sponsor and its parents, subsidiaries, affiliates, agents and agencies, and each of their respective officers, directors, employees, and agents (collectively, the "Released Parties") from and against any losses, damages, rights, claims or causes of action of any kind arising, in whole or in part, directly or indirectly, out of participation, or attempted participation, in the Contest or resulting, directly or indirectly, from (i) any use of the submitted artwork (or prints or reproductions thereof) by Sponsor or its designee(s) during or after the Contest Period or (ii) acceptance, possession, use, or misuse of any prize awarded in connection with the Contest, in each case including without limitation personal injury, death, and/or property damage, as well as claims based on defamation and infringement of any other individual's or entity's rights, including, without limitation contractual rights, rights of publicity and privacy, trademark, copyright, and patent rights.

13. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for:

- (1) any incorrect or inaccurate information, whether caused by Contestants, printing errors or by any of the equipment or programming associated with or utilized 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 or the processing of entries;
- (5) any damage, delay, harm or violation of any of these Official Rules caused by, directly or indirectly, any condition or cause reasonably beyond the Sponsor's control, including but not limited to any act of God, law, regulation (or other governmental restriction), economic recession or depression, war, invasion, act of terrorism, natural or man-made disaster, insurrection, riot, or strike (or other labor stoppage or disruption);
- (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Contest or receipt or use of any prize or while traveling to or from any prize-related activity; or
- (7) liability in connection with the Contest (other than grossly negligent or intentional failure to conduct the Contest in material compliance with the Official Rules). If for any reason a Contestant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Contestant's sole remedy is to submit another Entry in the Contest during the Contest Period.

14. DISPUTES: By participating in the Contest, Contestant irrevocably agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, including without limitation any prize elements awarded, the administration of the Contest, and the determination of Contest winners, shall be brought exclusively in the state courts of Florida located in the County of Pinellas; (ii) Contestant accepts and submits himself or herself to the exclusive jurisdiction and venue of the aforesaid courts in personam, with respect to any such action, suit or proceeding, and waives any claim that such forum is inconvenient or any similar claim; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event shall include attorneys' fees or other costs associated with such claim, judgment or award; and (iv) under no circumstances will Contestant be permitted to obtain any judgment or award for, and Contestant hereby waives all rights to, 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

15. GENERAL TERMS AND CONDITIONS:

- The Contest is subject to all applicable federal, state, and local laws and regulations. NO PURCHASE IS NECESSARY TO PARTICIPATE IN THE CONTEST. THE CONTEST IS VOID WHERE PROHIBITED BY LAW.
- Each Contestant is eligible to submit multiple entries during the entry phase.
- Proof of submission of an Entry is not proof of receipt of the Entry by Sponsor Eligibility.
- Sponsor reserves the right to cancel or modify the Contest or these Official Rules if fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole and absolute discretion. In any such event, Sponsor reserves the right to award the prizes based upon the Judging Criteria from among the eligible Entries received notwithstanding any such impairment. Sponsor reserves the right in its sole and absolute discretion to disqualify any Contestant if Sponsor determines that such Contestant has tampered with the Entry process or the operation of the Contest or has acted in violation of these Official Rules or acted in connection with the Contest in an inappropriate, indecent or obscene manner, as determined by Sponsor in its sole and absolute discretion. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.