

# OFFICIAL RULES: BRIKA TOTE DESIGN CHALLENGE

## Introduction

This document describes the official rules (“Official Rules”) of the BRIKA Tote Design Challenge (the “Contest”). The object of this Contest is for the public to submit an original design which will be voted on by the community-at-large. The winning design will be printed on limited edition tote bags in celebration of Canada and be sold on brika.com and in BRIKA store locations. Information on how to enter and about the prize is part of these Official Rules. To the extent of any inconsistency, these Official Rules prevail.

## Definitions

“Entry” means one original design created by the Entrant for this Contest. Only one (1) Entry allowed per person.

“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, institutions, organizations, etc.

Entrants must be of sufficient age and standing to enter into a contract with BRIKA and participation in this Contest constitutes the Entrant’s full and unconditional agreement to and acceptance of these Official Rules, as stated below.

## HOW TO ENTER

- Follow instructions to submit your files
- No more than one Entry may be submitted by any one Entrant
- Entries must conform to the Submission Guidelines set out below. Entries which fail to conform to the Guidelines will be removed from the Contest.
- The deadline for Entries is June 5, 2017, midnight EST.
- There is no fee to enter this Contest.

## **Submission Guidelines**

The purpose of the Contest is to have the winning design printed on limited edition tote bags that will be created and sold online and in stores in celebration of Canada. The winning design will be used online, in print and as promotion of product.

Designs must be original works created by the Entrant themselves. Entrants should take care to ensure that their Entries are not copied or in any way too similar to an existing copyrighted design. Additionally, Entrants cannot submit a design created by someone else. Designs must be created by the Entrant themselves.

### **Eligible submissions must meet all of the following criteria:**

1. Each design submission should include one original design.
2. Contest is limited to two submissions per person.
3. Patterns must represent original work to celebrate Canada. BRIKA maintains the right to refuse Entry based on quality, content and relevance.
4. Files must be sized to 10 x 10" and submitted as one PDF per Entry.
5. Submissions must be accompanied with all necessary contact information: Name, Mailing Address, Phone Number, Email Address, website and social media handles.
6. You must agree to the contest rules, even we cannot escape the fine print.
7. All submissions must be received by the contest deadline of June 5, 2017 at midnight EST.

## **Prizes**

Each winning designer will receive:

- \$150 cash prize
- \$100 BRIKA gift certificate
- Exposure to BRIKA's community via social media and email newsletters
- Your signature on the tote bag

## **Judging and Selection of Winner**

- BRIKA will take eligible Entry finalists and open them to public voting on the BRIKA blog ([blog.brika.com](http://blog.brika.com)).
- Voting will be open for June 6 - 8, 2017.
- At the close of the voting period the Entries with the most votes will be declared the winners.

- Each voter may only vote once. Duplicate votes are removed automatically from the totals.
- The winner will be announced on June 9, 2017.
- The full results of the voting will be posted on the BRIKA blog [blog.brika.com](http://blog.brika.com), the day the winner is announced.
- Accepting the prize constitutes permission for BRIKA to make public and otherwise use winner's name for publicity purposes.

### **Intellectual Property**

All submitted work must be original and not based on any pre-existing design.

Entrants maintain ownership of their designs; Participation in this contest grants BRIKA the right to use submitted and winning designs, without compensation except as outlined as Prizes for the Contest, for any purpose and in any manner including, without limitation, in connection with the advertising and promotion, or other ancillary exploitation of the contest or BRIKA website, in all media and by all means now known or hereafter devised.

### **Acceptance**

Participation constitutes the Entrant's full and unconditional agreement to and acceptance of these Official Rules and the Legal Fine Print below. 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, the Official Rules constitute the entire agreement between the Entrant and BRIKA in relation to the Contest. They govern the Entrant's participation and supersede any prior or other agreements between the Entrant and BRIKA and relating to the Contest.

## **NECESSARY LEGAL FINE PRINT**

### **Representations 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 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 use design to BRIKA as required in these Official Rules.

### **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 endeavor 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.

### **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 BRIKA. By participating in the Contest, the Entrant agrees to indemnify, defend, and hold harmless BRIKA and its officers, agents, affiliates, contractors, contributors, subsidiaries, licensors and distributors (“BRIKA 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 BRIKA 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 BRIKA 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, BRIKA may, in its sole discretion, suspend, modify or terminate the Contest by posting a notice at <http://blog.brika.com>. If the Contest is terminated before the scheduled end of the Contest Period, BRIKA 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 BRIKA believes to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified. BRIKA 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 BRIKA OR ANY BRIKA 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 BRIKA OR A BRIKA 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 BRIKA OR ANY BRIKA ENTITY RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED THE GREATER OF US\$1,000 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 Canadian law applies, 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, BRIKA's decision as to the interpretation shall be final and Entrant shall be bound by BRIKA's decision.

**Governing Law.** The interpretation and enforcement of these Official Rules will be governed by the laws of the Province of Ontario, Canada, 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 BRIKA 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 state and federal courts located in Toronto, Canada. Subject to the Section on Severability 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.