

**“SYRACUSE UNIVERISSTY PROMOTION CONTEST”**  
**Affidavit Of Eligibility/Waiver Of Liability/Publicity Release**  
**Official Event Rules (Attached)**

Name: \_\_\_\_\_ Home Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\_\_\_\_\_

I am submitting this Affidavit with the understanding that it will be relied upon to determine my eligibility to participate as a Finalist in the Syracuse University (SU) Student Promotion Contest (the “Contest”) pursuant to the Contest Official Rules (a copy of which is attached). The Contest is sponsored by SU Sustainability Division and NYPERG

I hereby represent that (i) I am a legal U.S. resident physically residing in the fifty (50) United States, (ii) I am over the age of 18, (iii) I am enrolled as a full-time SU undergraduate or graduate student, (iv) I am of good moral character and I have never been convicted of a crime of any nature (other than moving violations of a misdemeanor type that did not involve personal injury, drugs or alcohol), (v) I have nothing in my background that I have not disclosed to Sponsors that would be an embarrassment to Sponsors, and (vi) neither I nor any member of my immediate family (including children, spouses and siblings) nor anyone living in my household (whether related or not) is an employee of Sponsors (other than any employee of the SU who is currently enrolled as a full-time SU undergraduate or graduate student) or their parent, subsidiary, affiliated and joint venture companies, advertising and promotion agencies, and any other entity involved with the Contest (collectively, the “Released Parties”).

I have read and agree to be bound by, and I have complied with and will continue to comply with, all of the rules and regulations of the Contest as designated and communicated to me by Sponsors (whether previously or in the future), including, but not limited to, all terms and conditions set forth in the attached Official Rules, which I must sign along with this Affidavit as a condition of continued eligibility for participation as a Finalist in the Contest or to otherwise in any manner participate in any aspect of the Contest. I understand that my participation in any aspect of the Contest is subject to all of the terms and conditions of the Official Rules, and any other agreements and documents I have executed in connection with such participation in the Contest, including, without limitation, any and all waivers, releases and indemnities set forth in the Official Rules, or in any other agreements or documents.

I represent that I have perpetrated no fraud or deception in submitting a Submission or in otherwise participating in the Contest, or in claiming or accepting any opportunity, service, or merchandise that may be offered or made available to me. I agree that all of the information I have supplied about me and my participation in the Contest is honest and accurate. I agree that if any of this

information is found to be false or incomplete, I may be disqualified from further participation in any aspect of the Contest.

I acknowledge that none of the Released Parties has arranged for and do not carry insurance of any kind for my benefit or the benefit of my heirs, executors, and administrators relative to my participation in any aspect of the Contest and/or my acceptance or use of any opportunity, service or merchandise that may be made available to me and that I am solely responsible for any costs I may incur in connection with any aspect of my participation in the Contest, except those that may be specifically described in the attached Official Rules.

I hereby grant to the Released Parties and their licensees permission for use of my name, voice, actions, likeness, appearance, photograph and biographical information in television and all other media, in perpetuity, throughout the world, for any purposes including advertising, marketing, publicity and promotion, without additional compensation or notice. I further agree that Sponsors exclusively own the Submission materials that I have provided in connection with any manner of my participation in the Contest, and Sponsors own all rights therein and thereto including, without limitation, the right to use these materials and my name, voice, actions, likeness, appearance, photograph and biographical information in any and all media, in perpetuity, throughout the world.

I understand and acknowledge and hereby, for myself, my heirs, executors and administrators, release, hold harmless and forever discharge the Released Parties, and their past, present and future officers, directors, agents, representatives and employees, from any and all liabilities, claims, demands, actions, losses, damages, costs and expenses of every kind and nature whatsoever, whether known or unknown (including reasonable attorney fees), which I may have in any way relating to or arising from my participation in any aspect of the Contest and/or my acceptance or use of any opportunity, service, or merchandise that may be provided to me, specifically including, but not limited to, claims relating to invasion of privacy, right of publicity, defamation, intentional or negligent infliction of emotional distress, misrepresentation, negligence, illness, personal injury, property damage or destruction, accident, or any other cause of action.

I have been given a full opportunity to review and analyze this Affidavit/Waiver/Release and the attached Official Rules. I fully and completely understand all of the terms of this Affidavit/Waiver/Release and the information stated in the Official Rules, and I sign this Affidavit/Waiver/Release voluntarily, freely, and knowingly.

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Signature

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Print Name

Sworn to before me this  
Day of \_\_\_\_\_, 2009

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NOTARY PUBLIC

## **SYRACUSE UNIVERSITY STUDENT PROMOTION CONTEST**

### **Official Rules**

These are the official rules for the “Syracuse University Student Promotion Contest (the “Contest”)” conducted by Syracuse University Sustainability Division. (“SUSD”) and New York Public Interest Group (NYPERG). (SUSD and NYPERG are sometimes collectively referred to herein as “Sponsors”).

From approximately October 20, 2009 through November 30, 2009 (the “Submission Period”), Sponsors will accept from full-time SU undergraduate and graduate students their artwork for the “lights off” sticker Contest (“artwork”) for a proposed reduction lighting campaign on the subject of energy conservation. Sponsors only accepted one (1) artwork from each eligible student. All artwork received and deemed eligible by Sponsors, will be displayed for voting starting on or around December 1, 2009 and ending on or around December 14, 2009. At the end of the voting period the Sponsors will make know the winner(s) of the Contest.

**1. ELIGIBILITY.** In order to participate in the Contest and for a chance to be considered as or selected as a Finalist, participants must be, as of the time of participation, a legal U.S. resident physically residing in the fifty (50) United States, over the age of 18, and enrolled as a full-time Syracuse University undergraduate or graduate student. Employees (other than any employee of Syracuse University who is currently enrolled as a full-time Syracuse University undergraduate or graduate student) of Sponsors and their respective parent, subsidiaries, affiliated and joint venture companies, advertising and promotion agencies, and any other entity involved in the development or administration of this Contest, as well as members of such employees’ immediate families and households (including children, spouses and siblings and/or other people living in the same households as such persons, whether related or not), are not eligible to participate.

In addition, in order to be eligible to be considered for selection as a Finalist each participant (i) must be of good moral character, must have never been convicted of a crime of any nature (other than moving violations of a misdemeanor type that did not involve personal injury, drugs or alcohol), must have nothing in their background that would be an embarrassment to Sponsors and (ii) must execute any waivers and release agreements required by Sponsors, or any of their licensees, successors or assigns.

By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsors and their representatives, which are binding and final on all matters relating to this Contest. Sponsors reserve the right (but are not obligated) to verify eligibility qualifications of any participant. Sponsors may prohibit any person from participating in the Contest and/or being selected as a Finalist if, at the sole discretion of Sponsors, such person shows a disregard for these Official Rules or the Terms of Submission (see below), or acts (1) with an intent to annoy, abuse, threaten, or harass any other participant or Sponsors or any of their agents, representatives or employees or (2) in any other disruptive manner.

The artwork and any other materials submitted by any participant in connection with this Contest are sometimes collectively referred to herein as a “Submission.” Each Submission must be original, truthful and unpublished and is subject to and must comply with the Terms of Submission (see below). In addition, for each Submission to be valid and to be considered as a Finalist or for any other aspect of this Contest, participant must acknowledge reading, accepting, and agreeing to the terms and conditions set forth in these Official Rules, the Terms of Submission, and any other rules

or instructions that may be announced or provided by Sponsors from time to time in connection with this Contest.

**2. TERMS OF SUBMISSION.** By participating, each participant represents and warrants that (i) their entire Submission is an original work by them and has not copied or used other works, third-party content, or other pre-existing elements (such as any audio, video, artwork, writing, graphics, or logos) in such Submission; (ii) no person, other than participant and/or Sponsors has any right, title, or interest in any part of participant's Submission; (iii) participant's Submission, the use thereof by Sponsors, or the exercise by Sponsors of any rights granted by participant pursuant to these Official Rules and participant's Submission, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, copyright and trademark, defamation, privacy and publicity, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or any contractual rights; (iv) participant has all the rights, licenses, permissions and consents necessary to submit the Submission and to grant all of the rights that participant has granted to Sponsors pursuant to these Official Rules and necessary to submit participant's Submission in accordance with these Rules, (v) participant has obtained written permission when photographing any part of the Submission on private property not owned or controlled by participant, where such permission is required; (vi) if participant's Submission depicts a person or persons under the age of 18, participant is the minor(s)' parent or legal guardian; and (vii) participant, as of the time of participation, is a legal U.S. resident physically residing in the fifty (50) United States, is over the age of 18, and is enrolled as a full-time Syracuse University undergraduate or graduate student.

Each participant represents and warrants that all persons who were engaged by participant to work on the Submission in any manner have given participant their express written consent to submit the Submission for use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, including, without limitation, the internet and television, throughout the world, in perpetuity. If participant includes any depiction (of any kind) of any actual person in or with participant's Submission, participant must have their written permission to include their image in or with the Submission. Participant further represents and warrants that anyone who was engaged by participant in connection with the Submission (i) has no claims for payment of any kind, including, without limitation, for royalties or residuals, arising out of any use, exhibition or other exploitation of the Submission; (ii) has no approval or consultation rights or any rights of participation with respect to any use, exhibition or other exploitation of the Submission; and (iii) was not engaged by participant or anyone associated with the Submission under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Submission.

Any Submissions containing material that is violent, pornographic or otherwise obscene, illegal, inappropriate or racially or morally offensive, or does not meet Sponsors' standards for any reason as determined by Sponsors, in their sole discretion, may be rejected as ineligible for consideration. Entries must comply with all laws, rules, and regulations including, but not limited to, those concerning copyright, plagiarism, trademark, defamation and invasion of privacy.

By participating and/or sending any Submission to Sponsors, participant agrees that: (i) all copies of any Submission become Sponsors' property and will not be returned, (ii) Sponsors and their licensees, successors and assigns have the right to use any and all Submissions, and the names, likenesses, voices, and images appearing in the Submissions, for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world

in perpetuity, and (iii) participant is, at such time, granting Sponsors, their affiliates and licensees, successors and assigns a worldwide, royalty-free, perpetual, unrestricted, irrevocable and fully sub-licensable right and license to consider, disclose, broadcast, use, re-use, reproduce, repurpose, modify, digitize or enhance, adapt, change, alter, edit, publish, translate, create derivative works from, distribute, re-distribute, publicly perform, publicly display, and/or otherwise exploit participant's Submission (in whole or in part), and the images or likenesses that appear in participant's Submission (in whole or in part) and/or incorporate all or part of participant's Submission in other works, all in any form, format, media or technology now known or later developed or invented anywhere in the world at any time, as well as in connection with any distribution or syndication arrangement with third parties or third party sites, in any media format or medium and through any media channels and for any purpose, including, without limitation, downloads, streams, in audio visual recordings, motion pictures, television programs, productions, advertising, promotion and publicity, all without further notice to, consent from or payment to participant. Participant waives any and all "moral rights" participant may have in the Submission. Participant agrees that participant grants Sponsors these rights whether or not participant is selected as a Finalist. **PARTICIPANT WILL NOT BE PAID FOR THEIR SUBMISSION** or for granting Sponsors any of these rights.

Sponsors, their affiliates, licensees, successors and assigns are in no way obligated to use participant's Submission (and have no obligation to participant or any other person or entity after participant's Submission is received), and participant will not be given any credit if participant's Submission is used. Sponsors may elect to post any, all, or none of participant's Submission on the Site or elsewhere as set forth in these rules. If Sponsors do elect to use participant's Submission or any part thereof, Sponsors may remove all or any part of it at any time for any or no reason, and Sponsors may use all or any part of it in any way that Sponsors elect, in their sole discretion. Participant agrees to waive all claims to and shall not receive any royalties of any kind now or in the future from Sponsors, their affiliates, licensees, successors and assigns for any use of participant's Submission, including copyright, trademark, public performance, digital sound recording, mechanical, synchronization or master use royalties, and participant represents, warrants and agrees that no other party is entitled to claim royalties from the use of the Submission as set forth in these Official Rules.

Each participant acknowledges that such participant's Submission will not be returned. Each participant acknowledges that this Submission is sent voluntarily and is not received or held "in confidence" and participant's Submission does not create a confidential relationship or obligation of secrecy between participant and the Contest or Sponsors, any of their affiliates, licensees, successors or assigns. Participant may not resell, assign or transfer any of participant's rights under these Official Rules.

Each participant recognizes that other persons, including Sponsors' own employees and other entrants, may have submitted to Sponsors or others, or made public, or may in the future originate and submit, or make public, similar or identical material that Sponsors may have the right to use, and that participant will not be entitled to any compensation because of Sponsors' use of other similar or identical material. Nothing in this Agreement, or the submission of the Submission, shall be deemed to place participant in any different position from any other member of the public with respect to the Submission.

**3. THE CONTEST PROCESS.** Beginning as early as the start of the Voting Period, each eligible Submission (Submissions deemed by Sponsors, in their sole discretion, to be in accordance with

these Official Rules) (including having been deemed appropriate and as meeting with Sponsors' standards) will be reviewed by a Syracuse University faculty, staff and students ("Judges"), or such other Judges that Sponsors may designate, in their sole discretion. will be judged and voted on, in their sole discretion, based on their creativity and originality, and Sponsors, in their sole discretion, may designate all potential Finalists from among all eligible Submissions received. Finalists, if any, will be announced on or about December 20, 2007. The decisions of the Sponsors are final and are not subject to Contest or appeal.

Sponsors and/or the Judges will review each Submission produced and submitted by Finalists to Sponsors by the end of the Voting Period (or such other date as Sponsors may designate), and any Submission deemed by Sponsors, in their sole discretion, to be in accordance with these Official Rules (including deemed to be in accordance with the Terms of Submission and deemed appropriate and as meeting with Sponsors' standards) may be chosen by Sponsors in their sole discretion to be posted at any time online at [greenuniversecity.syr.edu](http://greenuniversecity.syr.edu) or such other website as may be designated by Sponsors (the "Site"), along with the Finalists' first names, cities, states and Submission titles.

All details of the designation as and use of any Submission (including, but not limited to, the manner and duration of posting or screening on the Site or on any other website or in any other venue) are at the sole discretion of the Sponsors. Sponsors, their affiliates, licensees, successors and assigns are in no way obligated to use any Submission in any manner.

**4. ADDITIONAL REQUIREMENTS.** Upon request, Finalists must provide Sponsors with signed appearance or other necessary releases in connection with their Submission as Sponsors may deem necessary in their sole discretion. Failure to provide Sponsors with any requested appearance or other release may result in disqualification of participant's further participation in any aspect of the Contest. Additionally, upon request, Finalists must provide Sponsors with a hard copy (the "Master") of Finalists' Submissions in the format requested by Sponsors. Finalists acknowledge and agree that Sponsors shall have the right to edit and otherwise modify the Master and the Submission, in their sole discretion, including, without limitation, deleting, replacing and adding such materials as Sponsors deem necessary or desirable in their sole discretion.

Subject to time, and production exigencies, and in Sponsors' sole discretion, Sponsors may make arrangements for all or some portion (as solely determined by Sponsors) of any Finalist's Spot to be exhibited (the "Exhibition") on [greenuniversecity.syr.edu](http://greenuniversecity.syr.edu). All decisions regarding and details related to any Exhibition are at Sponsors' sole and exclusive discretion and are subject to availability and event exigencies. The Exhibition has no cash value. Sponsors may also, in their sole discretion, use, without limitation, artwork from any Submission on Sponsors' digital media outlets or other venues designated solely by Sponsors. There is no cash value to the selection or use by Sponsors in any manner or media whatsoever of any Submission of any Finalist. No payment or compensation will be awarded for such exposure.

**5. GENERAL RULES.** By participating, participant (i) is warranting and representing that they are the sole creator of their Submission and that no element thereof was taken from any published materials; (ii) agrees to release and hold Sponsors and their parents, affiliates, subsidiaries, and advertising and promotion agencies, any other entity involved in the development or administration of the Contest, and each of their respective directors, officers, employees and assigns (collectively, the "Released Parties"), harmless against any and all claims and liability of any kind (including, without limitation, personal injury, death, and/or property damage) arising out of participation in the Contest; (iv) waives all rights to claim direct, indirect, punitive, incidental and/or consequential

damages, attorney's fees or any damages of any kind other than actual out-of-pocket costs incurred to participate; and (v) agrees that they have read and understood these Official Rules, and accept these Official Rules together and agree to abide by their terms and conditions, as they may be amended from time to time, and all other applicable rules and regulations and the decisions of the Sponsors, which are final and binding on all matters relating to the Contest.

Sponsors reserve the right to postpone, cancel, or modify the Contest (or any element thereof, including, without limitation, these rules) in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these rules) without notice, in their sole discretion. If the contemplated Exhibition (or any other aspect of this Contest) is canceled for any reason or if for any reason this Contest is not capable of being run or implemented as planned, including, but not limited to, as the result of infection by computer viruses or bugs, tampering, unauthorized intervention, fraud, or any other cause of any kind, which, in Sponsors' sole judgment, is likely to or actually corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsors reserve the right, in their sole discretion, to cancel, terminate, modify or suspend all or any part of the Contest, or to disqualify any implicated participant(s) (and their Submission(s)).

**6. GOVERNING LAW.** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant and the Released Parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state of New York, without giving effect to any choice of law or conflict of law rules (whether of the state of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of New York. If any controversy or claim arising out of or relating to the Official Rules or the Contest cannot be otherwise resolved, it shall be resolved in the courts of New York County, New York.

Name:

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Signature:

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Date

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