



The River announces the Battle of the Bands logo competition that will be used on all merchandise for our event! The new logo will be used on Bucket hats, t-shirts, social media sites, posters, printed materials, gifts, or anywhere else The River at Rancho Mirage (the “Event Organizer”) chooses. This document describes the official requirements and rules of the competition. For any other questions, please contact the Event Organizer at marketing@theriveratranchomirage.com

Eligibility

- The contest is open to all local kids from ages 5-18 in the Coachella & Yucca Valley whether they plan to attend the conference or not.
- By entering, participants agree to be bound by the contest rules. Violating any rule or not following instructions may eliminate participants’ eligibility.

Submission Guidelines and How to Enter

- The contest opens on April 15, 2024 and closes on May 17, 2024 at 11:59 p.m. Pacific Standard Time (PST). Late submissions will not be considered.
- All entries must be submitted electronically to the organizing committee at marketing@theriveratranchomirage.com.
- Submissions must include the full name of the person who designed the logo, email address, postal address, telephone number, and name of school/grade.
- One or more submissions per person is acceptable.
- There is no fee to enter the contest.
- All participants under the age of 18 must have signed consent from parent or guardian to participate.

Logo Design Guidelines and Parameters

- The logo should incorporate “Battle of the Bands at The River”.
- Entries must be submitted as JPEG, PNG, PDF files. For quality reproduction purposes, the winning entry must later be submitted in scalable vector graphic format (EPS).
- Color must be CMYK. Contestants are advised to avoid gradients and half-tones.
- Images should be sent digitally, whether that be scanned or emailed. We ask for a minimum of 1980px x 1980px.
- The logo must be easy to use, handle, resize, and manipulate for all reproduction purposes. It should be visually appealing on both small (as small as 2 cm x 2 cm) and large scales.

Intellectual Property

1. Participants’ Representations and Warranties. The Participants represent and warrant that the Participants are the sole owner of copyright in the logo they submit for the contest and that

they have the right and power to submit this logo for this contest. The Participants represent and warrant that the logo for the contest does not infringe the intellectual property rights, privacy, right of publicity or any other rights of any third party, has been solely created by the Participants and has not been adapted from any other work, nor has the material from any other work been copied and used in the logo for the contest, or if the logo for the contest has been adapted from another work, or uses the material from another work, the Participants has obtained, at no expense to the Event Organizer, all necessary permission, is not defamatory, obscene, racist, abusive, discriminatory, harmful to children or otherwise objectionable, contains no statement, information, advice or instruction which, if acted upon by the user, could cause physical injury, damage or financial loss is not fraudulent or misleading and complies with all laws and regulations. These representations and warranties will survive the end of this contest.

2. The winning submission becomes the sole property of The River during the events entirety and may be used for any conference purposes, including, but not limited to, display on websites, social media sites, posters, and other materials.

3. After the event ends, the rights to the logo images stay with the Event Organizer.

4. If the winner is determined to have violated any rules, he/she will be required to forfeit or return the prize, even if the determination is made after the prize has been awarded.

Determination of Winner and Prize

- The winning entry will be selected by a panel composed of the organizing members. Their decision will be final, and no further correspondence shall be entered into.
- Entries will be judged on their visual appeal, quality of design, and ease of reproduction for the purposes stated above.
- A winner will be selected and notified via email by early June 2024.
- The name of the winning entrant will win \$100 cash prize, acknowledged on The River's social media platform, Website, introduced during the event in October with a parent/guardian, receive a gift basket from Event Organizer, and interviewed by DJ TK on The eagle with a parent/guardian.

Disclaimer

1. Event Organizer is not responsible for lost, late, misdirected, incomplete, illegible, or otherwise unusable entries, including entries that are lost or unusable due to computer, internet, or electronic problems.

2. Event Organizer is not liable, for the purpose of winner and prize notification and delivery, in the event the contest winner has provided incorrect, outdated, or otherwise invalid contact information.

3. In consideration of participating in the contest, Participants hereby act for themselves, their executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from the activity, THE FOLLOWING ENTITIES OR PERSONS: Cheer Land The River, LP and/or their owners, lenders, directors,

Cheer Land The River, LP c/o CL Asset Management, LLC
71800 Highway 111, Suite A-208, Rancho Mirage, CA 92270 • O (760) 341-2711

www.theriveratranchomirage.com

officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the above Paragraph (A) from any and all liabilities or claims made as a result of participation in the activity, whether caused by the negligence of release or otherwise.

Participants acknowledge that the entities or persons mentioned in the above Paragraph (A) are not responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

Parent or Legal Guardian Certification and Consent

I understand that adult supervision of each child under the age of 18 by their parent or legal guardian is required at all times. The entities or persons set forth above shall not be liable for any injury resulting from an absence of adult supervision, including but not limited to, any child under the age of 18 participating in this logo contest without a parent or legal guardian.

I hereby certify that I am the parent or legal guardian of the Participant whose name appears below, and I have the authority to waive rights on behalf of the Participant under the age of 18. I have read and understand all the provisions of this Waiver and Release of Liability and the risks of the activities. I understand that the activities could cause injury or even death. I acknowledge that I have read and understand the terms of this Waiver and Release of Liability, and I am freely and voluntarily signing this Waiver and Release of Liability.

Participant's Name: _____

Participant's Parent/Legal Guardian Name: _____