OFFICIAL RULES
2012 RIT JANUARY/SUMMER SESSION NAMING CONTEST

THIS CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR CLAIM A PRIZE.

1. ELIGIBILITY: The 2012 RIT January/Summer Session Naming Contest (the "Contest") is open to legal residents of the United States, 18 years of age or older at time of entry. The Contest is void where prohibited by law.

2. HOW TO ENTER: The Contest begins at 5 pm EDT on May 3, 2012 and ends at 12 am EDT on May 19, 2012. To enter, complete the survey at https://clipboard.rit.edu/take.cfm?preview=1&cookies_ok= (the “Name” or “Entry”). Anonymous Entries will not be eligible. The Name must be original and the Entry may not contain material that violates or infringes any third party’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement. The Entry must not contain or be confusingly similar to any third party product names, brand names or trademarks. The Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous. The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Entry is created. There is no limit on the number of unique Names you may enter. RIT is not responsible for late, lost, misdirected, or invalid Entries. Entries will be deemed to have been submitted by the person whose name appears on the Entry. Once you submit your Entry, you will be officially entered into the Contest. Entries cannot be revised or altered once submitted. Once submitted, all submitted components become the property of RIT. Automated means of Entry and Entries by any means which subvert the Entry process are prohibited and all such Entries will be void.

3. SELECTION OF WINNERS/PRIZES:
One (1) Name will be chosen by RIT as the most appropriate name for the RIT January/Summer Session, in RIT’s sole and reasonable discretion. The Name must also be legally cleared through a comprehensive trademark clearance process; if the Name cannot be legally cleared through this clearance process, an alternate Winner will be selected. The Winner will win a(n) iPad 3, a Kindle Fire, or RIT Alumni promotional items. The Winner may also be featured in press releases and articles identifying the Contest and the winning Entry. The Winner shall be selected no later than July 31, 2012 and will be contacted by RIT via the email address appearing on the Entry. The Winner will be required to reply to the email within seven (7) days to accept the prize. If the Winner is unwilling or unable to accept the prize, the prize will be forfeited. In the event that multiple Entries are received with the same Name, the Winner will be the first person who submitted the Name to RIT and completed the survey. Any modifications or derivations of the selected Name will not be eligible to win a prize.
4. PRIZE DETAILS AND RESTRICTIONS: Prizes are non-transferable and cannot be substituted by the Winner. RIT may substitute a prize of equal or greater value in its sole discretion. Federal, state and local taxes associated with the acceptance of the prize are the sole responsibility of the Winner. Unclaimed prizes will not be awarded. All costs and expenses not specified herein are the sole responsibility of the Winner. If any Winner is a minor, prize will be awarded to the parent or legal guardian. Neither RIT nor its affiliates, trustees, officers or employees are responsible for lost, late, stolen, misdirected, delayed or damaged prizes.

5. ASSIGNMENT OF RIGHTS TO NAME: You agree that, by entering the Contest, you irrevocably assign and transfer to RIT all right, title and interest in the Name throughout the world, including, without limitation, all trademark rights, and you agree to execute any additional documents RIT may deem necessary to evidence or effectuate such assignment. RIT’s rights with respect to the Entry include, but are not limited to: (a) the exclusive right to use, publish, display or reproduce the proposed Name on products, packaging, advertising for purposes of trade and any other lawful purpose; (b) the exclusive right to alter, revise or change the Entry in any way; (c) the exclusive right to secure trademark and copyright registrations and other rights in the entry anywhere throughout the world; (d) the exclusive right to license, exploit, sell, assign, or otherwise dispose of the entry or any of the said rights included therein for any purpose which RIT may see fit; and (e) any and all subsidiary rights in the Entry.

6. CONDITIONS OF PARTICIPATION; NOTIFICATION OF WINNER: RIT is not responsible in the event that the participant provides any incorrect, expired, or otherwise invalid information. RIT shall have the right to disqualify any Entries that do not comply with the Official Rules, as determined by RIT in its sole discretion. By accepting a prize, the Winner irrevocably consents to the use of such winner's name, likeness, image, voice, performance (in connection with interviews and other recordings), biographical information, and statements relating to the Contest or RIT or its affiliated parties, without further compensation, in all worldwide marketing, promotion, and publicity carried out in perpetuity by any of RIT or its affiliated parties in connection with this Contest. Winner further grants to RIT the right to use and publish their proper name and state or country of residence online, in print and any other media now known or hereafter devised in connection with this Contest in perpetuity. Winner may be required to sign and return, without limitation and to the extent permitted under applicable law, an Affidavit of Eligibility, a Liability Release, a Publicity Release, Confidentiality Agreement and Assignment of Rights to Name and any other documentation or instrument that RIT and/or its affiliated parties may require within five (5) days of receiving each such document. If a Winner is under 18 years of age, they will need a parent or legal guardian to complete the above paperwork. In the event of noncompliance with these requirements, Winner may be disqualified and an alternate Winner may be selected, at RIT’s sole discretion. If a potential Winner cannot be reached after a reasonable effort has been exerted, he/she is found to be ineligible, he/she cannot or does not comply with these Official Rules, or if a prize or prize notification is returned as undeliverable, such potential Winner will be disqualified, and an alternate potential Winner may be selected at RIT’s sole discretion.

7. DISCLAIMERS AND LIABILITY: RIT and its affiliated entities are not responsible or liable for Contest Entries that are illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, incomplete, or otherwise not in compliance with
these Official Rules, and all such Entries will be disqualified. By participating in the Contest, each entrant agrees to waive any rights to claim ambiguity with the Official Rules, and that RIT and its affiliated entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: operation of the Contest, participation in the Contest; acceptance/possession (including, but not limited to, delays by shipping companies), defects, and/or use/misuse of a prize; discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer equipment, software, or internet service provider utilized by RIT; interruption or inability to access RIT, its affiliated entities and their respective websites, or any online service via the internet due to hardware or software compatibility problems; any damage to entrant’s (or any third person’s) computer and/or its contents related to or resulting from any part of the Contest; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of RIT or any one of its affiliated entities. RIT shall not be liable for direct, indirect, incidental, special or consequential damages. Each entrant further agrees to indemnify and hold harmless RIT and its affiliated entities, trustees, officers, and employees from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against RIT or its affiliated entities, and hereby acknowledge that RIT and its affiliated entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize. RIT and/or its affiliated entities, trustees, officers, and employees shall in no event be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of the prize suppliers or any of their agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of RIT, or (3) by any other cause, condition or event whatsoever beyond the control of RIT, or its affiliated companies, trustees, officers, and employees. Title of this Contest may change during the Contest. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RIT RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Additionally, any attempt to cheat the Contest, as determined at the sole discretion of RIT, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future contests. Any attempt to cheat by creating fake surveys will be looked upon very seriously, and can result in immediate and permanent ban, and possible further action. Irrelevant entries, as deemed irrelevant at the sole discretion of RIT, and those using copyrighted content may be removed and disqualified from the Contest.

8. GENERAL INFORMATION: By participating, entrants agree (i) to be bound by these Official Rules, including all eligibility requirements, and (ii) to be bound by the decisions of RIT, which are final and binding in all matters relating to the Contest. RIT is not responsible for: (i) lost, late, misdirected, damaged, garbled or illegible entries; (ii) error, 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 of any kind, or inaccurate transmission of or failure to receive entry information by RIT on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. RIT reserves the right to permanently disqualify from this Contest any person it believes has violated these Official Rules. RIT reserves the right to terminate, cancel, suspend and/or modify the Contest if any fraud, virus or other problem corrupts the administration, security, or proper play of the Contest, as determined by RIT its sole discretion. If Contest is terminated before the end date/time, RIT will determine the winners from all eligible entries received as of the termination date/time. If any such malfunction, error, disruption or similar damage occurs and impairs the administration, security, fairness, integrity or proper play of the Contest, RIT may, in its sole discretion, suspend or terminate the Contest by posting a notice at https://clipboard.rit.edu/take.cfm?preview=1&cookies_ok. This Contest is governed by the laws of the State of New York, and by entering, entrants agree that any and all dispute shall be resolved in the federal and state courts located in Rochester, New York. Entrants agree to resolve any dispute individually, without resort to a class action.

9. WINNERS’ NAMES: For names of winners, please send a self-addressed stamped envelope, to:

Katrina Rex
Communications Assistant, Academic Affairs
2141 Eastman Hall
Rochester Institute of Technology
One Lomb Memorial Drive
Rochester, NY 14623

10. SPONSOR OF CONTEST: ROCHESTER INSTITUTE OF TECHNOLOGY, One Lomb Memorial Drive, Rochester, New York 14623.