3X 3 CHANCES TO ENTER AND WIN AN IPAD AIR 2

SUBMISSION DEADLINE: FEBRUARY 10, FRIDAY 2017 11:59PM

HELP DYCD RENAME YAIP / OSY / ISY CONTEST

1. **THE BASICS:** The NYC Department of Youth & Community Development (DYCD) is renaming the **Young Adult Internship Program** (YAIP), the **In-School Youth Program** (ISY), and the **Out-of-School Youth Program** (OSY).

2. **THINK:** Come up with 1 (one) new name for each program (Young Adult Internship Program, In-School Youth Program and Out-of-School Youth Program). You can ONLY enter one name for each program, so make it count! We recommend doing some research on these current programs, who they serve and what you want the new name to represent.

ALL PARTICIPANTS MUST SIGN THE ATTACHED PARTICIPANT AGREEMENT FORM AND SUBMIT IT ALONG WITH THEIR ENTRIES

DOWNLOAD THE PARTICIPANT AGREEMENT FORM AND RULES AT: > WWW.NYC.GOV/DYCD

3. **WHO:** The competition is open to residents of NYC ages 16+

4. **WHEN:** Competition dates: January 17, 2017 12 AM – February 10, 2017 11:59 PM

5. **WHERE:** Email your entry and Participant Agreement Form to youthconnect@dycd.nyc.gov

OR SUBMIT IN WRITING TO:

YOUTH CONNECT
C/O NYC DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT
123 WILLIAM STREET, 17TH FLOOR
NEW YORK, NY 10038

JUDGING CRITERIA: The selection committee consists of representatives of the City of New York, representatives of Community-Based Organizations and select youth representatives.

WINNERS: One winner for each category will be be announced at www.nyc.gov/dycd on or about Friday, March 10, 2017

QUESTIONS: Email youthconnect@dycd.nyc.gov or call 1.800.246.4646

NYC™
Department of Youth & Community Development

Department of Youth & Community Development

DYCD's Rename YAIP/OSY/ISY Contest
Participant Agreement Form

All entries must be submitted by email to YouthConnect@DYCD.nyc.gov or mail to Youth Connect, c/o the City of New York Department of Youth and Community Development, 123 William Street, 17th Floor, New York, NY 10038. Submissions will be accepted beginning January 17, 2017. The deadline for submission is February 10, 2017. Submissions received or postmarked after 11:59:59 E.S.T. on February 10, 2017 will not be considered. ONLY ONE SUBMISSION PER PERSON IS ALLOWED .

1. I have read, understand, and agree to abide by the Official Rules for **DYCD's Rename YAIP/OSY/ISY Contest** Rules as they appear below.
2. I hereby acknowledge that I am aged 16 or older.
3. I am submitting an entry for the following program(s):
   - ☐ Young Adult Internship Program
   - ☐ Out of School Youth
   - ☐ In School Youth
4. I understand, and agree, that, if selected as a winner, I will receive an Apple iPad Air 2 and that, other than that potential prize, I will not be compensated or paid in any way for participating in this Contest. I understand and agree that the Department of Youth and Community Development (DYCD) is not liable for any costs associated with my use of the product and has no obligation with respect to maintenance, repair, or replacement of the Apple iPad Air 2 or any related merchandise awarded as a prize in this Contest.
5. I understand and agree that, even if the name and/or design I have submitted (the "*Work*") is selected as a winner of the Contest, that does not mean that DYCD will use the *Work* or that DYCD will use it exactly as I submitted it.
6. I understand and agree that DYCD may use my name and likeness for any and all promotional purposes, in any and all media, including on the DYCD website, without compensation and without further approval, to the extent permitted by law.
7. I understand and agree that DYCD may require my attendance at a publicity event and, if so, I will cooperate fully with DYCD so that I can attend any such event.
8. I understand that, upon submission, the *Work* will become the sole and exclusive property of DYCD and that DYCD will be the owner of all right, title and interest in the Work and any and all related or derivative intellectual property. As such, DYCD shall have the sole and exclusive right to determine use of the *Work*. I hereby cede all interest, including any moral rights and financial interests, I may have to the *Work.*
9. By making a submission in this Contest I represent that: (1) I am not an employee of DYCD; (2) I am not a family member of a DYCD employee; and (3) the *Work* submitted is original work, created exclusively by me.
10. I agree that DYCD is not responsible for any lost or misdirected entries.

Select One:

☐ I am eighteen (18) years old	☐ I am under eighteen (18) years old and have obtained the consent of my parent/guardian to participate in this Contest, as indicated by the signature below.

Print Name of Participant

Signature of Participant

Date

For Participants Under 18:

Print Name of Parent or Guardian

Signature of Parent or Guardian

Date

OFFICIAL RULES FOR DYCD Rename YAIP/OSY/ISY Contest

By submitting an Entry, as defined below, to the **DYCD Rename YAIP/OSY/ISY Contest**, you are considered an Entrant, and you are agreeing to be bound by the following legal terms.

1. **THE CONTEST**: The **DYCD Rename YAIP/OSY/ISY Contest** (the "Contest") will begin at 12:00:00 AM Eastern Standard Time ("EST") on January 17, 2017, and end at 11:59:59 PM EST on February 10, 2017. The Contest is sponsored by the City of New York, acting through its Department of Youth and Community Development (DYCD). Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. Entrant is responsible for checking applicable laws in their jurisdiction before participating in the Contest to make sure that their participation is legal, and to ensure that they comply with all relevant laws. Entrant is responsible for obtaining any permissions needed to use a prize.

2. **ELIGIBILITY**: The Contest is open to residents of the City of New York, aged sixteen (16) or older at the time of entry. DYCD employees and their family members are not eligible to participate and receive prizes. The Contest is subject to all applicable United States federal, state and local laws and regulations. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and DYCD's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. **HOW TO ENTER:** To enter, Entrant must include a signed Participant Agreement Form, with the necessary signatures ("Entry"). Entry may be emailed to YouthConnect@dycd.nyc.gov or mailed to Youth Connect, c/o the City of New York Department of Youth and Community Development, 123 William Street, 17th Floor, New York, NY 10038 beginning at 12:00:00 AM EST January 17, 2017, and ending at 11:59:59 PM EST on February 10, 2017. Mailed Entry must be postmarked by February 10, 2017. All Entrants must include their name, age, email address and phone number with Entry. Entrants may submit ONLY ONE (1) Entry to the Contest. If more than one (1) Entry is received, only the first Entry received will be considered.

4. **SELECTION COMMITTEE:** DYCD will appoint a panel of judges consisting of representatives of the City of New York and select youth representatives. Personal identifying information for all Entries will be withheld from the panel of judges.

5. **WINNER SELECTION:** ELIGIBILITY OF THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY DYCD, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. One (1) winner for each program in the Contest will be announced on or about March 10, 2017. If the panel chooses an Entry that is, in DYCD's sole judgment, the same as, or substantially similar to, other Entries, the winning Entry will be chosen by a lottery of those Entries. The potential winner will be contacted via email, or phone if email cannot be reached, and asked to complete a Winner Acceptance Form. If a potential winner does not respond to DYCD's notice (either by email or phone call), or does not return the Winner Acceptance Form within 24 hours, that potential winner may be disqualified and the entry with the next highest number of judges' votes will be selected as a potential winner in its place. Return of any notification email as "undeliverable" or failure to fully comply with these Official Rules will result in disqualification. In the event of disqualification of any potential winner, the prize will be forfeited by that potential winner and the panel of judges will select a new potential winner from among the finalists. DYCD is not responsible for notifications that are misdirected, addresses or phone numbers that are no longer correct, or for any other reason beyond the control of DYCD that it is unable

to communicate with an Entrant who may be a potential winner. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, DYCD may award the applicable prize to an alternate winner who had the highest score remaining of the eligible Entries. A change of contact information may be emailed to YouthConnect@dycd.nyc.gov or mailed to Youth Connect, c/o the City of New York Department of Youth and Community Development, 123 William Street, 17th Floor, New York, NY 10038, no later than 11:59:59 PM EST on March 3, 2017.

6. **THE PRIZE:** The City will announce the winner(s) and award to the winner(s) a prize of an Apple iPad Air 2. If a selected winner is not eligible, in DYCD's sole judgment, the judging panel will select a new winner from among the finalist Entries. There will be no cash paid in lieu of prize. No substitution of prizes is permitted except by DYCD. The prize is not assignable or transferable. If a winner cannot participate for any reason, winner will forfeit the prize and DYCD, at its option and in its sole discretion, may select an alternate winner or the prize may not be awarded. All of the prize elements are subject to change and shall be determined by DYCD in its sole discretion. There is no approximate retail value of the prize. Any difference between stated value and actual value will not be awarded. Certain restrictions, as determined by DYCD, may apply. If a winner cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen. All federal, state and local income taxes on prize and gratuities are solely the responsibility of the prize winner. Payments to potential prize winner(s) are subject to the express requirement that they submit to DYCD all documentation requested by DYCD in compliance with all applicable state, federal and local tax reporting and withholding guidelines. All prizes will be net of taxes DYCD is required by law to withhold. Each prize winner is responsible for ensuring that he/she complies with all the applicable tax laws and filing requirements. If a prize winner fails to provide such documentation or comply with such laws, the prize may be forfeited and DYCD may, in its sole discretion, select an alternative potential prize winner. DYCD will not have any responsibility with respect to maintenance of the Apple iPad Air 2 or any related merchandise awarded as a prize in this Contest.

7. **OWNERSHIP OF ENTRIES**: All Entries will become the sole and exclusive property of DYCD and DYCD will be the owner of all rights, titles and interests in the Entries and any and all related or derivative intellectual property. As such, DYCD shall have the sole and exclusive right to determine use of the Entries. By submitting an Entry, Entrant hereby cedes all interest, including any moral rights and financial interests to the Entry. By submitting an Entry, Entrant consents to the use by the City of New York, DYCD, and their officials and employees, affiliates, subsidiaries, parents, and licensees, of Entrant's name, likeness, and image, in connection with the Contest and The City of New York's related promotional activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from Entrant. Entrant agrees that this consent is perpetual and cannot be revoked. Entrant agrees that nothing in these Rules grants them a right or license to use DYCD's name, trademark or service mark.

8. **WARRANTIES:** By submitting an Entry to the Contest, Entrant represents and warrants that their Entry: (1) is their own original work; (2) does not contain material that may be considered obscene, inappropriate for a general audience that may include minors, or defamatory; (3) does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity; (4) does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information; (5) does not feature the name of a private individual without that individual's explicit written permission for its use; (6) does not and will not violate any applicable law, statute, ordinance, rule or regulation; and (7) does not trigger any reporting or royalty obligation to any third party. Entrant further represents and warrants that the rights that Entrant is granting under these Official Rules do not conflict in any way with any other agreement to which Entrant is a party, or with any commitments, restrictions, or obligations that Entrant is under to any other person or entity.

9. **ENTRY CONDITIONS AND RELEASE:** By submitting an Entry to the Contest, Entrant agrees to: (1) comply with and be bound by these Official Rules and the decisions of DYCD and/or the Contest judges which are binding and final in all matters relating to this Contest; (2) release and hold harmless the City of New York, DYCD, and Contest judges, and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations or individuals responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Entrant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the publication, broadcast, transmission, performance, exploitation or use of entry; and (3) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to Entrant's participation in the Contest and/or Entrant's acceptance, use or misuse of a prize.

10. **PUBLICITY:** Except where prohibited, participation in the Contest constitutes Entrant's consent to the City of of New York's, DYCD's and their agents' use of their name, likeness, photograph, voice, opinions and/or hometown and state for promotional purpose in any media, worldwide, without further payment or consideration.

11. **GENERAL CONDITIONS:** DYCD reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond DYCD's reasonable control impairs the integrity or proper functioning of the Contest, as determined by DYCD in its sole discretion. DYCD reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, DYCD reserves the right to seek damages from any such person to the fullest extent permitted by law. DYCD's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. **LIMITATION OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, 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 receipt or use of any prize. If for any reason an Entrant's submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is to provide another submission. No more than the stated number of prizes will be awarded. **Disputes:** Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action; (2) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court; (3) 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 attorneys' fees; and (4) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental and

consequential damages and any other damages, other than for 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 ALL ENTRANTS. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and DYCD 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.

13. **PRIVACY:** DYCD collects personal information from Entrants when they enter the Contest. The information collected is subject to the privacy policy located at http://www1.nyc.gov/home/privacy-policy.page.

14. **CONTEST RESULTS:** Contest results will be posted on or about Friday, March 10, 2017 on the DYCD website at www.nyc.gov/html/dycd.