

CITIES SUMMIT OF THE AMERICAS

LOGO CONTEST

President Biden and Secretary Blinken announced at the Ninth Summit of the Americas in Los Angeles that the United States will host the first-ever Cities Summit of the Americas from April 26 to 28, 2023, in Denver, Colorado. The Cities Summit will convene city, state, municipal, and sub-regional leaders, as well as representatives from the private sector, civil society, and youth, to advance shared priorities and support implementation of commitments from the Ninth Summit. Cities Summit components will include plenary sessions, stakeholder roundtables, expert panels, networking sessions, and commercial engagements, as well as events oriented public outreach. Each will address a range of priorities for local communities in the Americas, such as sustainable development, democratic governance, health, climate change, energy security, digital transformation, foreign direct investment, women's empowerment, and public safety.

The Biennial of the Americas ("Biennial") is proud to serve as a partner and a member of Denver's host city committee for the organization and execution of this historic event. The Biennial, in partnership with the U.S. Department of State and the City of Denver, is excited to announce the launch of the Cities Summit of the Americas Logo Contest ("Contest"). We invite graphic artists from across the Americas to submit design entries to be considered for the honor of serving as the official logo for the 2023 Cities Summit of the Americas in Denver.

CONTEST RULES AND TERMS

Participation in this Contest will be deemed as acceptance of these official Contest Rules and Terms (the "Contest Rules").

Contest Sponsors

This Contest is being sponsored by the Biennial of the Americas, the Denver Host Committee for the Cities Summit of the Americas, and the U.S. Department of State (collectively, the "Contest Sponsors").

Objectives

Graphic artists from across the Americas are invited to submit design entries to be considered for the honor of being selected as the official logo of the 2023 Cities Summit of the Americas. We look forward to choosing a logo that reflects the Summit's themes and priorities by engaging with the region's citizens.

All qualifying entries...

will be publicly displayed in an online logo gallery at the Biennial website for the Contest.

The winning entry...

will constitute the official logo of the 2023 Cities Summit of the Americas and be used on all print and digital marketing and promotion leading up to, during, and following the Summit!

Eligibility

Contestants must be at least 18 years old on the date of entry into this Contest. Contestants must be residents of one of the following countries: Antigua and Barbuda, Argentina, Bahamas, Barbados, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Cuba, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Suriname, Trinidad and Tobago, United States, Uruguay, and Venezuela.

Each eligible individual submitting an entry will be considered a contestant. Organizations are not eligible to participate. Contestants must provide complete and accurate information as may be requested pursuant to these Contest Rules for their entries to be considered.

The following individuals are not eligible to participate in this Contest: Employees, interns, directors, and officers of the Contest Sponsors, or the U.S. Government; or any employees, interns, directors, or officers of any agencies, companies, or entities involved in the administration, advertising, judging, creation, development, execution, and/or fulfillment of this contest, and the immediate family members (defined as spouse, recognized partner, parent, child, sibling, and spouse or "step" of each) and those living in the same household of each such individual. Employees and officers of the national/central or federal governments of any of the countries listed above are also ineligible to participate.

Once a submission/entry has been accepted, the contestant's name (or user ID, if the contestant wishes to remain anonymous) and country may be publicly identified at the sole discretion of the contestant.

How do I participate?

The Contest will commence at 8:00 am on September 13, 2022, in the Eastern Standard Time (ET) zone. The Biennial website for the Contest

(https://www.biennialoftheamericas.org/logocontest – the "Contest Site") will contain a link to a Google Forms-based form (the "Form") through which contestants will upload their logo entries. The Form will open on September 13, 2022, at 8:00 am ET and close on October 16, 2022, at 11:59 pm ET. During this period, you may submit up to two logos using the upload option in the Form. (To upload your entry through the Form, you must have a Google account and be logged into that account.). **Additionally, you must**, in the Form, indicate your agreement to the Statement of Eligibility and Release contained therein.

If technical issues prevent you from being able to upload your entry through the Form on the Contest Site, you may submit your entry via e-mail between 8:00 am ET on September 13,

2022, and 11:59 pm ET on October 16, 2022. **However**, **you must still** access the Form to indicate your agreement to the Statement of Eligibility and Release contained therein. To submit an entry by e-mail, send your entry to LogoContest@biennialoftheamericas.org with the subject: "Cities Summit of the Americas - Logo Submission — [ENTER FIRST NAME & LAST NAME]". Be sure to include your first and last name in the subject line and attach up to two logos to the e-mail as either .jpeg or .png attachments.

All entries must include the following:

- Logo (up to two)
- A short description to accompany each logo (500 characters maximum), describing the logo and how it relates to the Cities Summit of the Americas
- Name
- E-mail
- Country of Residence

Again, **every** contestant must access the Form on the Contest Site to indicate their agreement to the Statement of Eligibility and Release.

Once a logo is submitted, it is considered final and may not be modified, edited, replaced, or augmented by the contestant. There is no fee for submitting an entry. You may direct any questions to LogoContest@biennialoftheamericas.org.

Please Note: While Contest activities and developments may be highlighted and promoted on social media platforms, including Instagram, Twitter, Facebook, and LinkedIn, official Contest entry and administration will be handled through the Contest Site. The Contest winner may also be announced on social media platforms; these platforms are not, however, partners or sponsors of the Contest. Contestants are reminded that Google's Terms of Service and any agreement with Google contained therein apply to contestant use of Google Forms.

Logo Design Requirements

- Narrative: Logos must contain the following text and should not include any other text:
 - o 2023
 - o Denver, Colorado
 - United States or USA may be added if your design permits.
 - o The title of the Summit in English, French, Spanish, **or** Portuguese, as follows (choose and use one): Cities Summit of the Americas / Sommet des Villes des Amériques / Cúpula das Cidades das Américas / Cumbre de Ciudades de las Américas
 - The winning contestant will be required to provide versions of the winning logo in all four languages.
- Color: Submissions may utilize any background color in their submission but should consider representation on both a white and color background.
- Map: If a map, or representation of the geography, of the Americas is included in the offeror's design proposal, the Caribbean must be included or evident in the geographic representation.
- Flags/Seals: Do not depict any national flags, seals, or other official indicia.

- Logos must be submitted using digital media but may include any artistic style or technique.
 - o Logos should reflect the themes and priorities of the Cities Summit of the Americas process, including but not limited to: sustainable development, democratic governance, health, climate change, energy security, digital transformation, foreign direct investment, women's empowerment, and public safety.
- Logos must be *original* content designed by contestants.

Logo Technical Requirements

Logo submissions must meet the following file specifications:

- Maximum 10MB file size
- Minimum resolution of 300dpi or 1600x1200 pixels
- JPEG or PNG file format
- Color or black and white submissions acceptable
- No visible watermarks, signatures, or personally identifiable information
- Additional information and adjustments may be requested

General Submission/Entry Requirements

Submissions/entries must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. Submissions/entries must conform to local law and must not contain content that could be considered abusive, inflammatory, denigrating, or disrespectful to any of the Contest Sponsors, or to any groups, individuals, or institutions. Submitted logos must adhere both in appearance and in fact, to the norms of civil discourse. In other words, the content of all submissions must be suitable for a global, public audience.

An entry must be *original* content created by the contestant and must not contain any elements that are protected by someone else's copyright or otherwise subject to third party intellectual property or other rights, including privacy and publicity rights. Contest Sponsors recognize **no** allowance for "fair use" of copyrighted material, nor do Contest Sponsors recognize allowance for use of any licensed materials created or owned by a third party.

Selection Criteria

The winning logo will be selected based upon criteria to include:

- Fulfillment of the prompt and design requirements explained above
- Originality and creativity in capturing the Summit's priorities and vision
- Clarity in conveying the artist's intention for the logo
- Cohesiveness of color scheme utilized
- Professionalism, neatness, and composition of the design
- Ability to be reproduced and printed in various formats and on various background colors

Judging

Judging of entries will begin on October 17, 2022 and end on October 21, 2022. Entries will be judged by a panel comprising members of the Denver Host Committee for the Summit and staff members from the U.S. Department of State's Bureau of Western Hemisphere Affairs.

Winner Notification and Responsibilities

The tentative winner will be contacted via e-mail at the e-mail address they provided in completing the Form. The inability of Contest Sponsors to contact a tentative winner may result in disqualification and/or selection of an alternate tentative winning entry from among all remaining eligible entries.

Upon being notified that their entry has been tentatively selected as the winning logo, the tentative winner must provide the following within [5] business days for their entry to receive final selection as the winning logo:

- A brief bio;
- Versions of the logo featuring the title of the Summit (Cities Summit of the Americas) in English, Spanish, Portuguese, and French, as set forth in the Logo Design Requirements section above; and
- An assignment of copyright in the logo and all versions thereof to the U.S. Department of State (a form will be provided).

The winning contestant may choose to use an alias instead of their real name and may request that other identifying information be kept private.

Rights and Liability

As stated in the "How do I participate?" section above, **all** contestants **must** utilize the Form on the Contest Site to indicate their agreement to the Statement of Eligibility and Release contained therein. In doing so, each contestant represents that s/he meets the eligibility requirements for this Contest; grants the Contest Sponsors a nonexclusive license to use their entries publicly in connection with the Contest; and releases the Contest Sponsors from any claims and liabilities. Failure to agree to the Statement of Eligibility and Release in the Form will disqualify an individual and their entry from the Contest.

With the exception of the winning contestant and her/his entry, all contestants will retain ownership of their original entries, and Contest Sponsors make no claim of copyright as to those entries. Contestant specifically agrees to give Contest Sponsors permission to use all content contestant submits for purposes of judging the Contest.

Contestant assumes sole responsibility for contestant's entry and the content contained in it, and for any consequences of submitting or posting it. By participating in the Contest, contestant agrees to release Contest Sponsors from any and all claims arising from or relating to such contestant's participation in the Contest, whether directly or indirectly.

Contestant agrees to indemnify and hold harmless Contest Sponsors, their parent, subsidiary and affiliated companies, officers, directors, employees, interns, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorney's fees) arising from (i) violation of these Contest Rules; (ii) violation of any third party right, including without limitation any copyright, trademark, other intellectual property, privacy, publicity, or other proprietary right in connection with the Contest; or (iii) any claim that a submission caused any harm, including financial, to any third party.

These indemnification and hold harmless obligations will survive indefinitely beyond the conclusion of the Contest.

General Terms

All logo submissions may be subject to pre-screening by the Contest Sponsors to ensure compliance with these Contest Rules. Contest Sponsors reserve the right in their sole and absolute discretion to verify whether a potential finalist or potential winning submission has fully complied with the Contest Rules at any point during the Contest, to include the judging and selection phases. Contest Sponsors reserve the right at any time to verify the validity of submissions and of contestants and to disqualify any contestant or entry deemed not in compliance with the Contest Rules. Contest Sponsors also reserve the right to request further documentation, at their sole and absolute discretion, to verify eligibility and compliance with the Contest Rules.

Contest Sponsors reserve the right, at any time and in their sole discretion, to disqualify and/or deem ineligible any individual who they reasonably believe (i) has violated the Contest Rules; (ii) has violated the terms of use of platform, or (iii) is acting in a bad faith, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Contest Sponsors reserve the right to modify, suspend, terminate or cancel the Contest at their discretion for any reason.

In the event of any question or difference of views regarding compliance with, interpretation, or application of these content requirements or other provisions of these Contest Rules, Contest Sponsors reserve the exclusive right to resolve such questions or differences of views in their sole discretion.

This Contest will be carried out in full compliance with applicable U.S. law and applicable host country law, if any. In the event of a conflict between U.S. law and host country law, U.S. law shall apply.

Contest Sponsors will take reasonable measures to protect privacy data, personally identifiable information, and other sensitive data of contestants. Contact information provided by contestants may be stored by the U.S. Department of State and may be used to contact contestants for other purposes in the future. This information may be shared with the co-sponsors of the Contest and/or made available to third parties to the extent permitted by law.

Disclaimer

Contest Sponsors do not endorse any entries or any messages expressed therein, and Contest Sponsors expressly disclaim any and all liability in connection with any submitted logos including disputes between collaborators related to a submission. The Contest and its Sponsors do not permit infringement of any intellectual property rights (e.g., copyright) or other rights, and Contest Sponsors reserve the right to remove and disqualify any submission they deem to be in violation of another party's rights.

Contest Sponsors assume no liability or responsibility for any loss or harm resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload, download, or otherwise access any information in connection with participating in the Contest. Contest Sponsors assume no responsibility or liability for technical problems, or technical malfunctions arising in connection with the operation of the Contest, including: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Contest Site in whole or in part for any reason; traffic congestion on the Internet or the Contest Site; unauthorized human or non-human intervention in the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an e-mail account used in connection with the Contest.

Use of the Contest Site is at a user's own risk. Contest Sponsors are not responsible for any personal injury, property damage, or losses of any kind which may be sustained to computer equipment resulting from participation in the Contest, use of the Contest Site or the downloading of any information from the Contest Site.

Contest Sponsors are not liable in the event that any portion of the Contest is cancelled or delayed due to weather, fire, strike, acts of war or terrorism, or any other reason.

Privacy Act Statement

- a. AUTHORITIES: The information is sought pursuant to Sec. 25 of the State Department Basic Authorities Act of 1956, as amended (22 U.S.C. 2697).
- b. PURPOSE: The information submitted to this website will be provided to the U.S. Department of State and will be used to evaluate and process submissions to the Cities Summit of the Americas Logo Contest and determine the eligibility of contestants.
- c. ROUTINE USES: The winning contestant's information may be made available to the public. More information on the Routine Uses for the system can be found in the System of Records Notice STATE-79, Digital Outreach and Communications.
- d. DISCLOSURE: Providing this information is voluntary. Failure to provide the information requested on this website may result in ineligibility for the Cities Summit of the Americas Logo Contest.