

Sioux Falls Transit Bus Rebrand Contest

Official Terms and Conditions

By submitting an entry to the Sioux Falls Transit Bus Rebrand Contest (the “Contest”), you agree to the following Terms and Conditions.

1. Sponsor

The Contest is sponsored by **Sioux Falls Transit, LLC** (“Sponsor”).

2. Eligibility

The Contest is open to individuals over 18 years of age who live within twenty five (25) miles of the Sioux Falls borders who are legally permitted to participate under applicable law. Employees, contractors, and affiliates of Sponsor may participate unless otherwise prohibited by law.

No purchase or payment is required to enter.

3. How to Enter

Participants may submit original design concepts, artwork, slogans, graphics, or other creative materials (collectively, “Submissions”) in accordance with the Contest instructions provided by Sponsor.

All Submissions must be received by the deadline specified by Sponsor.

4. Ownership and Intellectual Property Rights

By submitting an entry, you **irrevocably agree** that:

- All Submissions become the **exclusive property of Sioux Falls Transit, LLC** upon submission.
- Sponsor shall own **all right, title, and interest**, including all intellectual property rights (copyright, trademark, trade dress, moral rights, and any other rights), in and to the Submissions.
- You **assign and transfer** to Sponsor all intellectual property rights in your Submission, whether existing now or arising in the future, worldwide and in perpetuity.
- Sponsor has the unrestricted right to use, modify, adapt, reproduce, publish, display, distribute, sublicense, commercialize, combine with other works, or not use any Submission, in whole or in part, for any purpose, without notice, approval, or compensation.

Submissions will not be returned.

5. Waiver of Moral Rights

To the fullest extent permitted by law, you waive any “moral rights” or similar rights you may have in your Submission, including the right to attribution or integrity.

6. No Obligation to Credit

Sponsor has **no obligation to provide attribution, credit, acknowledgment, or recognition** to any participant or creator in connection with the use, modification, or non-use of any Submission. Any credit or recognition provided is at Sponsor’s sole discretion and may be omitted, modified, or withdrawn at any time without notice.

7. Representations and Warranties

By submitting an entry, you represent and warrant that:

- Your Submission is original and created by you.
- Your Submission does not infringe or violate any third-party rights, including intellectual property, privacy, or publicity rights.
- Your Submission does not contain unlawful, defamatory, or inappropriate content.

You agree to indemnify and hold harmless Sponsor from any claims arising from a breach of these representations.

8. Prize

One or more Submissions may be selected at Sponsor’s sole discretion. The prize package consists of:

- **City-Wide Exposure:** Winning artwork featured on a 35-foot Sioux Falls Transit bus for **at least six (6) months**
- **One (1) year of free SAM Transit**
- **\$500 cash award**
- **Gallery Credit:** Featured profile on the Sioux Area Metro website and social media

Prize components are non-transferable and may not be substituted except at Sponsor’s discretion. Sponsor reserves the right to modify or discontinue any prize component if circumstances require.

9. Selection and Use of Submissions

Sponsor may select one or more Submissions for use, or may choose not to select any Submission. Sponsor may also combine elements of multiple Submissions or develop new designs inspired by Submissions.

Selection does not create any obligation to continue use of a Submission for any period of time beyond what is stated in the Prize description.

10. No Additional Compensation

Except for the Prize expressly described above, participants acknowledge that **no additional compensation, royalty, or payment** will be provided for any Submission, whether or not it is used.

11. Publicity

By participating, you grant Sponsor permission to use your name, likeness, and city/state of residence for promotional or informational purposes related to the Contest, without additional compensation, unless prohibited by law.

12. Disqualification

Sponsor reserves the right to disqualify any Submission or participant at any time for any reason, including violation of these Terms.

13. Limitation of Liability

Sponsor is not responsible for lost, late, incomplete, or corrupted Submissions, or for technical issues beyond its control.

14. Governing Law

The Contest and these Terms are governed by the laws of the State of South Dakota, without regard to conflict-of-law principles.

15. Acceptance of Terms

Submission of an entry constitutes full and unconditional acceptance of these Terms and Conditions.