



BERNHEIM ARTIST APPAREL LIMITED EDITION SERIES 2020 CONTEST

****The deadline for submissions is 11:59 pm EDT on June 1, 2020.****

Official Contest Rules:

1. This Contest is open to individuals (or teams comprised of two individuals) who are legal residents of the state of Kentucky and who are at least eighteen (18) years old on the date of entry (each such person(s) submitting an entry referred to as an "Entrant"), excluding the following persons who are ineligible: employees of the Isaac W. Bernheim Foundation, or Bernheim Arboretum and Research Forest, and their immediate family members (spouse, parents, siblings, and children). This Contest is subject to federal, state, and local laws and regulations.
2. This Contest is sponsored by Isaac W. Bernheim Foundation, dba Bernheim Arboretum and Research Forest, (and referred to herein as "Bernheim"), located at 2499 Clermont Road, Clermont, KY 40110.
3. The Contest begins on April 24, 2020 at 12:01 am EDT, and ends on June 1, 2020 at 11:59 pm EDT (the "Contest Period"), as determined by the computer time on Bernheim's server. No physical, hand delivered or mail-in deliveries of Contest submissions will be accepted. Entries that are submitted before or after the Contest Period will be disqualified. Submissions (each an "Entry" will be accepted for the duration of the Contest using the method set forth below.

Form of Entries:

- a. The "Design" and a complete "Application" form, both of which must be contained in a single e-mail addressed and sent to artistapparel@bernheim.org during the Contest Period.
 - b. The Design for each Entry must be limited to no more than four colors (MAXIMUM) submitted as a single image vector or high resolution file (300dpi) no larger than 10 MB and saved in one of the following formats: .pdf, .ai, or .eps.
 - c. Designs must invoke the spirit and mission of Bernheim while also including the Bernheim name (either Bernheim, Bernheim Forest, or Bernheim Arboretum and Research Forest). Bernheim colors and fonts are provided below for inspiration but not required for submitted designs.
 - d. The Design for each Entry must be sized large enough to translate to a full-size apparel design and must fit within a 10 inch wide x 12 inch high space.
 - e. The Design for each Entry must be saved as "Name_Design.fileformat", example: John_Doe_Design.pdf.
 - f. Only one entry per individual (whether an individual Entrant or a two-person Entrant) may be submitted.
4. The Entrant for each Selected Design (each a "Winner") will receive **US \$300.00** (three hundred dollars) cash prize in addition to two pieces of apparel bearing the Selected Design (the "Prize"), the monetary amount and apparel items to be shared equally in the event the Entrant comprises two individuals, upon satisfaction of the requirements of the Contest Rules. Those selected as Winners must provide proof of Kentucky residence, and sign an assignment and release form prepared by Bernheim assigning all rights in the Selected Design to Bernheim, prior to award of the Prize.











5. Submission of an Entry in the Contest constitutes the Entrant's full and unconditional agreement to and acceptance of these Official Contest Rules and the decisions of Bernheim, which are final and binding. Winning a Prize in this Contest is contingent upon a winning Entrant being compliant with these Official Rules and fulfilling all other requirements set forth herein.
6. Entries will not be returned by Bernheim after submission in this Contest.
7. All Entries must be received by e-mail as stated herein. Bernheim is not responsible for late, incomplete, corrupted, misdirected, or otherwise unintelligible entries and for any problems, bugs or malfunctions Entrants may encounter when submitting their entries. Bernheim will verify receipt of Entries. In the event a dispute regarding the identity of the individual(s) who actually submitted an entry cannot be resolved to Bernheim's satisfaction, the affected entry will be deemed ineligible.
8. By entering the Contest, each Entrant warrants that the submitted Design is their own original creation; that the Entry does not infringe on the rights of any other person; that the Design has never been published or used in connection with the sale of goods or services; and does not contain any trademarks, logos, or copyrighted work of any other person, business, or entity.
9. The Designs to be awarded prizes in this Contest (each a "Selected Design") will be decided by a panel of judges representing Bernheim and approved by Bernheim in its sole discretion. The number of Selected Designs shall be at the sole discretion of Bernheim. Bernheim reserves the right to reject any Entry, in its sole and absolute discretion.
10. Selected Designs will primarily be featured on t-shirts, but Bernheim reserves the right to use on other sustainable merchandise or such advertising / promotion as Bernheim shall determine in its sole discretion.
11. Selected Designs will remain the property of Bernheim and will not be returned to Winners. Bernheim may use the Selected Designs at any time after the Contest. Selected Designs will be credited to the Entrant on Bernheim's website, social media platforms and in all promotions relevant to products produced for sale by Bernheim. Winners may display the Selected Design on their website or social media, but may not license, transfer, or reproduce the design in connection with the sale of goods or services, for any other purpose, once submitted to this Contest.
12. Bernheim will work with an apparel printer of their choice in selecting the most appropriate colors of apparel for Selected Designs.
13. Winners will be notified by e-mail and announced by Bernheim in late July 2020. For a copy of the list of Winners, please send a self-addressed, stamped envelope to: Contest Winners List, c/o Jenny Zeller at Bernheim Arboretum and Research Forest, 2499 Clermont Road, Clermont, KY 40110. The list of Winners will be sent once all Winners have been verified and the prizes have been awarded. All requests must be received by September 1, 2020.
14. Bernheim shall not be liable to the winners for failure to supply or delay in supplying any prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, war (declared or undeclared), fire, flood, epidemic, pandemic, unusually severe weather, transportation interruption of any kind, or any other similar cause beyond Bernheim's control. Bernheim is not responsible, and each Winner agrees to release, discharge, indemnify and hold harmless Bernheim for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Winner's participation in the Contest or receipt or use of any prize.
15. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision.
16. Except where prohibited by law, a Winner's acceptance of a Prize constitutes permission for Bernheim to use the Winner's name, photographs, likeness, statements, biographical information, voice, and city and state of residence for promotional or advertising purposes in connection with

the Contest on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation.

- Bernheim shall have EXCLUSIVE rights to reproduce and use the Selected Designs. Additionally, Bernheim reserves the right to not use a Selected Entry for any reason. Each Winner agrees to execute an assignment granting to Bernheim all right, title, and interest in and to the Selected Design, including all copyrights and other intellectual property rights therein, in all formats and media throughout the World, for all or any purposes whatsoever, including (but not limited to) the rights to modify, edit, adapt, and create derivative works from the Selected Design, and to publish, display, and transmit the Selected Design in original or modified form. Accordingly, Bernheim shall have the rights to receive all proceeds from the sale of any merchandise at Bernheim, by Bernheim or by Bernheim authorized retailers, using the submitted artwork, without additional fee or other form of compensation due at any time to the Winner.



COLORS:

COLOR CHIP	PMS	CMYK	RGB
	Bernheim Green 371	70.30.100.20	80.120.54
		47.17.2.0	
		44.39.2.0	
		39.5.35.0	
		0.14.100.0	
		6.74.56.0	
		0.63.80.0	
		39.7.95.0	
		25.90.100.0	
		42.89.69.75	

FONTS:

FUTURA STD BOOK
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 123456789

FUTURA STD BOOK OBLIQUE
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 123456789

FUTURA STD HEAVY
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 123456789

FUTURA STD HEAVY OBLIQUE
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 123456789

FUTURA STD BOLD
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 123456789

REQUIEM DISPLAY-HTF-ROMAN
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 123456789

REQUIEM DISPLAY-HTF-ITALIC
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 123456789