

# TERMS AND CONDITIONS FOR CONTRIBUTE TO CREATIVITY CHALLENGE

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL ENTRANTS ARE RESPONSIBLE FOR ENSURING THEIR ENTRY INTO THE COMPETITION DOES NOT VIOLATE ANY LOCAL LAWS OR REGULATIONS IN THE COUNTRY IN THE UNITED STATES.

1. This “Contribute to Creativity Challenge” (the “**Competition**”) will be governed by these terms and conditions (the “**Terms**”) and Entrants (as defined below) agree that they have read and understood these Terms and will be bound by them. iKeepSafe in partnership with Creative Future (the “Promoters”) are responsible for the execution of this Competition.
2. Individuals who wish to enter the Competition must be (i) K-12 age student(s) and (ii) legal resident(s) of the United States (each an “**Entrant**”, collectively the “**Entrants**”).
3. Entrants may enter the Competition at [<http://www.ikeepsafe.org/projectcreate>] (the “**Competition Site**”), by following the instructions in order to submit one (1) original electronic project submission containing work created by (and only by) students. The submission must share what it means to be a responsible and ethical digital citizen. Entries must be themed around any concepts in the ETHICS section of the BEaPRO Digital Citizenship Toolkit found at [<http://ikeepsafe.org/be-a-pro/digital-citizenship-toolkit/>]. Any Entry that does not address being an ethical digital citizen will be subject to disqualification from the Competition. To enter, Entrants must first visit the Competition Site during the Competition Period (as defined below) and follow the on-screen instructions to register and upload their electronic project and complete the Submission Cover Sheet found on the Competition Site. The electronic project together with Submission Cover Sheet shall be collectively referred to as a singular “**Entry**” or plurally as the “**Entries**.” Entrants are responsible for funding their own work, and all Entrants are required to obtain photo release forms from participating students. Entries must be original. Entries must be submitted in English. The winning Entry will be chosen based 20% on the Craftsmanship, 20% on Originality and Creativity, 20% on Presentation of Copyright and Fair Use, 20% on Outreach, and 20% on Student Participation (together the “**Judging Ruberic**” as defined on the “**Competition Site**”), as determined by the Promoter in its sole discretion.
4. There is no cost to enter the Competition; however internet access charges may apply. Please check with your internet service provider for current internet access charges, if any. Entrants should seek the permission of the person paying the bill before entering.
5. The opening period for Entries begins on October 17, 2016 at 10:00:01 a.m. Greenwich Mean Time (“**GMT**”) and the closing period for entries is November 18, 2016 at 11:59:59 pm. GMT. The timeframe between the opening period and the closing period shall be known as the “**Competition Period**”. Promoter’s computer shall be the official time keeping device for the Competition.

6. Promoter requires written consent from each Entrant's parent or legal guardian before considering any Entries and Entrants. Employees of the Promoter, Prizes (as defined below) suppliers, and any other company professionally connected with this Competition, and the affiliates of any of the foregoing entities (each of the foregoing entities, referred to individually as a "**Competition Entity**" and collectively as the "**Competition Entities**"), and the immediate relatives of such employees, are not eligible to enter the Competition. All Entrants shall be responsible for ensuring that their Entry and/or acceptance of the Prizes does not contravene any local laws or regulations in the country in which they reside. This Competition shall be void where prohibited or restricted by law.
7. Each electronic project submission must not have been entered in or won previous contests or awards and may only be entered into the Competition once; limit of one (1) Entry per Entrant during the Competition Period. Any Entries that the Promoter believes have: (a) been made via participation in a syndicate, or (b) via any form of machine assisted intervention enabling computer generated multiple entries, will be disqualified. In the event of a dispute over who submitted a winning Entry, the authorized account subscriber of the e-mail account used to participate in the Competition at the actual time of entry will be deemed to be the Entrant. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider or other organization responsible for assigning e-mail addresses.
8. **GENERAL REQUIREMENTS FOR ENTRIES:**
  - a. Entrant agrees, warrants and represents that the use of the character(s) and/or story submitted in this Competition will not violate the rights of any third parties.
  - b. Entries must be in keeping with Promoter's positive image, as determined by Promoter in their sole discretion. Any character and/or story containing obscenity, crude language, or descriptions of a violent or inappropriate nature (as defined solely by the Promoter) will not be accepted and the associated Entry will be disqualified.
  - c. Entries must not include reference to products, copyrighted language, trademarks, logos or consumer products (including logo's on clothing).
  - d. If an Entry is incomplete or does not comply with the specifications and rules described herein, or if the Entry submitted does not comply with the required specifications, such submission may be disqualified at Promoter's sole discretion. Promoter will not verify or acknowledge receipt of Entries except as herein described. Entrants should retain a copy of all materials submitted for the Competition.

**ENTRY RESTRICTIONS:**

Entries will **not** be accepted if:

- They contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- They include mention or performance of any copyrighted media production including but not limited to books, articles, photographs, artwork, music, etc.,
- They contain any virus, bugs, or other deleterious material;
- There is any content which endorses or condones illegal activities, illegal drug use or alcohol abuse;
- There is any actual or threatened violence;
- There are any commercial endorsements;
- There is any derogatory characterization of any ethnic, racial, sexual or religious groups;
- There is any display of any physical injury, death or property damage or any conduct or activity that could cause physical injury or property damage or that is reasonably likely to do so;
- There is a violation of the Terms, Submission Release or the Privacy Policy set forth at the Competition Site;
- The Entry contains any personally identifiable information of any person;
- Entrant is, or Entrant works with parties in conjunction with their Entry, who are: 1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Promoter's ability to display the Entry in any media form; 2) engaged via an acting or modeling contract that would make their appearance in the Entry a violation of any third party rights; or 3) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prohibit them from participating fully in this Competition, or from allowing Promoter to use royalty-free, the Entry worldwide in all media in perpetuity;
- There is any use (as well as display of any use) of any equipment, facilities or property in a manner not recommended or permitted by the owner or manufacturer;
- There is any animation, graphics, special effects or other audio, visual images or content enhancing or illusory mechanisms that would display, encourage or imply that any activity or conduct that is otherwise unacceptable in reality, has been or could have been involved;
- There is any other conduct, language or other context deemed inappropriate by the Promoter;
- There are any recognizable individuals in the Entry who have not given express permission to be featured in the Entry. Entrant is responsible for obtaining any and all releases and consents necessary to permit the exhibition and use of the Entry by Promoter as set forth in these Terms. If any person appearing in any Entry is under the age of majority in their state, country or province of residence, the signature of such person's parent or legal guardian is required on each release.

Any Entry which does not comply with or, in the sole determination of Promoter, is deemed offensive or inappropriate may be disqualified. No responsibility is assumed

for any disputes which may arise among an Entrant and any individual who may have a creative interest in any Entry in connection with this Competition. Such disputes will not be resolved by Promoter. In the event that any such dispute interferes with the operation of the Competition, the Entrant(s) involved in the dispute may be disqualified, at Promoter's sole discretion.

**TECH SPECS:**

The project submission file(s) of the Entry must not include copyrighted material and must be uploaded to a video sharing site (in the privacy settings of the uploaded file, please mark it as PRIVATE until it has been reviewed by the judging panel) and the links must be submitted to [info@ikeepsafe.org](mailto:info@ikeepsafe.org) with the Submission Cover Sheet found on the "**Competition Site**".

9. **SELECTION OF WINNERS:** Commencing on October 17, 2016 and continuing until November 18, 2016, all eligible Entries will be reviewed by a judging panel who will select the winners by scoring each element of the Judging Rubric from 1 to 5 (5 being the highest). Winners to be announced on the Competition Site on or about November 25, 2016.

Each of the GP Winners will receive:

- o One (1) \$75 Amazon gift card

Approximate retail value ("**ARV**") of Prize is 75 Dollars.

10. For the avoidance of doubt, the Prizes do not consist of anything other than those items expressly set out in Term 9 above and no additional costs are included. Winners are responsible for all expenses not specified in the Prizes' description. The Prizes are as stated and are non-transferable. No cash alternatives will be offered. If due to circumstances beyond the Competition Entities' control, the Promoter is unable to provide the stated Prizes or any part of it, the Promoter reserves the right to award substitute prizes of equal or greater value. Prizes are subject to the additional terms and conditions of the supplier.
11. Under no circumstances shall the submission of an Entry into the Competition, the awarding of any Prizes, or anything else in these Terms be construed as an offer or contract of employment with either Promoter or any participating entity. Entrant acknowledges that he/she has submitted his/her Entry voluntarily and not in confidence or in trust. Entrant acknowledges that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and Promoter or any other participating entity and that no such relationship is established by Entrant's submission of an Entry under these Terms.
12. **USE/OWNERSHIP:** By entering the Competition, each Entrant hereby grants to Promoter and their assigns, licensees and designees a non-exclusive, irrevocable, perpetual license to use, copy, publish, and publicly display the Entry and all elements of the Entry (including, but not limited to, the Entrant's name, city and country, biographical information, statements, voice, photograph and other likeness

(unless prohibited by law)) in whole or in part, in any and all media either now known or not currently known, in perpetuity throughout the universe for all purposes (including but not limited to promotional and marketing purposes, and for advertising, publicizing and promoting the Promoter's products, and for use in connection with displays of quotes from the characters and story of the Entrant's Entry), without notification and without compensation of any kind to Entrant or any third party. The Promoter shall have the right, without limitation, to reproduce, alter, amend, edit, publish, modify, crop and use each Entry in connection with commercials, advertisements and promotions related to the Promoter, the sale of Promoter's products, the Competition and any other competition sponsored by Promoter, in any and all media, now or hereafter known, including but not limited to, all forms of television distribution, theatrical advertisements, radio, the Internet, newspapers, magazines and billboards. Entrants recognize that other persons, including, but not limited to, Promoter's employees, may have submitted to Promoter, or others, or made public, or may hereafter originate and submit or make public, similar or identical material which we shall have the right to use, and Entrant understands that Entrant will not be entitled to any compensation because of Promoter's use of such other similar or identical material.

13. Winners will be notified by phone or e-mail within seventy two (72) hours of the Competition's judges' final decision and will receive written confirmation and full details of the Prizes by e-mail as soon as possible after he/she has satisfied all of Promoter's conditions as set forth herein in order to be deemed the Competition Official Winner.
14. In the event that the Promoter cannot for any reason make contact with a potential Winner within twenty four (24) hours of first attempting to do so, the Promoter reserves the right to select an alternative potential Winner.
15. The Promoter reserves the right to select an alternative potential Winner in the event the Promoter has reasonable grounds for believing that the initially selected Winner has contravened any of these Terms. Any alternative potential Winner will be selected applying the same criteria as that used to select the initial potential Winner.
16. The Promoter's decision is final with respect to any aspect of the Competition, including, without limitation, the determination of the Winners. No correspondence will be entered into with regard to any of Promoter's decisions.
17. The Competition Entities will not accept any responsibility for Entries lost, delayed, misdirected, damaged or undelivered. Incomplete, inaudible and/or illegible Entries will be disqualified. The Competition Entities shall not be responsible for technical errors in telecommunications networks, Internet access or otherwise preventing entry into the Competition.
18. No purchase is necessary to participate in the Competition.
19. None of the Competition Entities shall be held liable for: (i) any delay in performing or partial or total failure to perform any of their obligations to Winners under these Terms if such delay or failure is caused by circumstances beyond the reasonable control of the Competition Entities, including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused including without limitation as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or

arising without limitation out of or in connection with (a) the activities of third party event organizers; and/or (b) by third parties providing any element included in the Prizes. For the avoidance of doubt, the affected Winner shall be solely liable for any additional costs incurred as a result, any loss, damage to property, injury, or death resulting from or related to Entrant's participation or inability to participate in this Competition, or the use, misuse or inability to use the Prize or any portion thereof, provided, however, that nothing in these Terms shall limit a particular Competition Entity's liability for death or personal injury caused by the negligence, deceit or fraud of such Competition Entity.

20. Each provision excluding or limiting liability is to be construed separately and will apply and survive even if for any reason any of the other provisions are held to be inapplicable or unenforceable in any circumstances. Each of the provisions excluding or limiting liability will remain in force notwithstanding any termination of these Terms.
21. These Terms are available on the Competition Site. The names of the Winners and a copy of these Terms can also be obtained by sending a stamped, self-addressed envelope to iKeepSafe, 97 South Second Street 100 #244, San Jose, CA 95113, or by emailing [info@ikeepsafe.org](mailto:info@ikeepsafe.org), for one (1) month after the Competition closes.
22. Any personal information, including without limitation, the Entrant's name, age, address (including postcode), telephone number and/or email address will be used solely in connection with this Competition and for any purpose for which the Entrant specifically opts in and will not be disclosed to any third party except for (a) the purpose of fulfilling the Prize where applicable; (b) for any purpose for which the entrant specifically opts in, and (c) for the purposes of satisfying its obligations pursuant to clause 22 above. Any personal information held by the Promoter in respect of any competition will be held on record for a reasonable period to fulfill the purpose for which such personal information was collected. Entrants have a right to access, correct and have their personal data deleted from Promoter's database. Entrants can exercise this right by sending a written request iKeepSafe, 97 South Second Street 100 #244, San Jose, CA 95113, or by emailing [info@ikeepsafe.org](mailto:info@ikeepsafe.org). For more information, please consult the privacy policy at: [www.ikeepsafe.org](http://www.ikeepsafe.org).
23. Entrant agrees not to release any publicity or other materials on their own or through someone else regarding his or her participation in the Competition without the prior consent of the Promoter, which it may withhold in its sole discretion.
24. These Terms may be amended or varied at any time by the Promoter on notice. No waiver of any rights by any of the Competition Entities or any Entrant will be taken as a waiver of any other rights it/he/she may have. For example, if the Competition Entities waive their right to complain about a particular breach of these Terms by an Entrant, it does not prevent the Competition Entities from complaining about other breaches.
25. These Terms shall be governed by and construed in accordance with the laws of the state of California.
26. Any queries regarding the Competition should specify the name of the Competition and be addressed to: iKeepSafe, 97 South Second Street 100 #244, San Jose, CA 95113, or by emailing [info@ikeepsafe.org](mailto:info@ikeepsafe.org).