

OFFICIAL RULES:
AFTERSCHOOL ALLIANCE
LIGHTS ON AFTERSCHOOL POSTER CONTEST

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

By entering this Contest, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor's discretion, result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects. For purposes of this Contest, "Sponsor" is defined as the Afterschool Alliance. The winning image will be printed on 50,000 posters sent to afterschool programs from coast to coast for *Lights On Afterschool* celebrations. The program and artist (if permission is granted) will be credited on the poster, and the image will be featured on our website.

POSTER SUBMISSION PERIOD

The *Lights On Afterschool* Poster Contest ("Contest") submission period begins February 7, 2020 and ends April 29, 2020. The Facebook voting period will begin May 11, 2020 and end May 22, 2020.

ELIGIBILITY

Entries must be submitted by an afterschool program and include an entry form filled out by an adult contact (over the age of 18 as of February 7, 2020). The adult contact is considered verification that an adult approves of the minor participation in the Contest.

Officers, directors, members, and employees of the Sponsor, or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals are not eligible.

HOW TO ENTER

During the Contest submission period, submit artwork (collectively, with entry form, "Entry"). One form is sufficient to include with multiple artwork entries.

The entry form must include: adult contact name, email or phone, afterschool program name, and program address. The names of the artist student(s) who created the work including their first name, age, and grade should be provided on each piece of artwork sent in with the form.

Each piece of artwork will be entered to win a \$500 prize to be presented to the afterschool program submitting the winning design.

TIPS FOR SUCCESSFUL ENTRIES

Create artwork or a design that promotes or conveys afterschool or *Lights On Afterschool*. Abstract or realistic drawings are welcome. Kids in afterschool program should create artwork on an 11" x 14" piece of paper. Youth may collaborate on an entry. Please include the names of all contributing artists with the submission.

Please keep in mind that the artwork will be scanned into a computer; textures or raised surfaces may present a problem. Bold colors will scan better than light colors. Use markers, paint, pen do not use crayons, watercolors, chalks or anything else that could rub off or smear. Fluorescent markers should be avoided.

Because the image will be used to promote *Lights On Afterschool* events nationally, avoid using a specific program name within the submission. The posters do not necessarily have to say *Lights On Afterschool* as we will add text, but if the phrase is included, please be sure to style it with "afterschool" written as one word instead of two.

If a team of students submits one design, we may need to list just the program name on the final poster due to space constraints. All images become the property of the Afterschool Alliance to use in promoting *Lights On Afterschool* and afterschool generally. Students' information will not be shared without prior consent.

Mailed entries must be postmarked by April 29, 2020. Send to: Afterschool Alliance, 1101 14th Street NW, Suite 700, Washington, D.C. 20005. For additional questions about artwork submissions, contact Shaun Gray at sgray@afterschoolalliance.org.

All Entries become the sole property of the Afterschool Alliance and will not be returned.

All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the Sponsor.

REQUIREMENTS OF ENTRIES

Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including poster artwork, sculptures, paintings, and

- other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person,
- including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. The Sponsor reserves the right to request proof of these permissions in a form acceptable to the Sponsor from any entrant at any time. Failure to provide such proof, if requested, may render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that the Sponsor, in their sole discretion, may disqualify your Entry for any reason, including if it determines, in their sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by the Sponsor, in their sole discretion.

Submitting an Entry hereby grants permission for the Entry to be posted on www.afterschoolalliance.org and any of Afterschool Alliance communications, whether printed or digital, and for all uses of the Entry as described in the License/Use of Entries paragraph below. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and reserve the right to take down any Entry at any time.

SELECTION OF WINNER

JUDGING PHASE

The Afterschool Alliance will determine a set of finalist entries (no more than 5) to be posted on the Afterschool Alliance Facebook page, <https://www.facebook.com/afterschoolalliancedc/>. Finalists will be determined by a panel of reviewers according to the following Judging Criteria:

- creativity;

- suitability for printed poster format;
- visual appeal; and
- compelling portrayal of afterschool, or the feelings or benefits afterschool provides.

PUBLIC VOTING PHASE

The winning entry will be selected by public voting on the Afterschool Alliance Facebook page. Between 5/11/20 and 5/22/20 (the "Voting Period"), visit <https://www.facebook.com/afterschoolalliancedc/> and select your favorite Entry by "liking" the image. You may vote or "like" as many entries as you like, but you can only like an image once. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsors in their sole discretion. Subject to verification of eligibility and compliance with these Official Rules, the entrants who submit the Entry that receives the highest number of valid votes, as determined by the Sponsor, will be deemed the "winner." In the event of a tie, a "tie-breaking" judge will determine the winner based on the Judging Criteria. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. Judges' and Sponsors' decisions are final and binding on all matters relating to this Contest.

LICENSE/USE OF ENTRIES

By submitting an Entry, each entrant agrees Sponsor shall have a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up license to the Entry submitted (including all rights embodied therein) and that Sponsors, and their respective designees may exploit, edit, modify, post, creative derivatives work of and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, including for advertising and marketing their products and services, worldwide, without compensation or notification to, or permission from, entrant or any third party.

CHILDREN AND PRIVACY

Individuals or children under the age of 18 as of Feb 7, 2020 are not eligible to enter the Contest. Entries must be submitted by an adult. The personal information collected from student artists will only be used and disclosed by the Sponsor for the purpose of judging Contest entries and determining Contest winners. Such information will not be used or disclosed to any other entity for any marketing or other purposes.

Notwithstanding the foregoing, the afterschool program staff person designated in the submission will be contacted if additional information is needed from the artist(s) and in the event of a winning poster artwork. No information about entrants will be used for any publicity or promotional purpose in regards to the Contest without permission of parents/guardians. Parents/guardians have the right to review, change and/or delete the entrant's personal information, and refuse to permit the Sponsor's further collection, use or disclosure of the child's information.

PRIZES

A \$500 cash prize award will be provided to the afterschool program that submits the Entry with the highest number of Facebook votes.

NOTIFICATION OF WINNERS

Each individual and program winner will be notified by phone or email. Programs selected by the winners must confirm the business name, address to which the Sponsor can send the prize, tax ID # (for tax purposes only) and telephone number by email or first class postage prepaid mail in order to receive a prize. Prizes cannot be sent to a post office box. An Affidavit/Waiver of Liability and (where legal) a Publicity Release must be signed and returned prior to receipt of prize. The Sponsor reserves the right to request additional information concerning any winner required to verify eligibility or accuracy of an entry. Noncompliance with these requirements or if the prize notification is returned as non-deliverable may result in disqualification and an alternate winner may be selected. If any winner declines a prize, an alternate winner may be awarded. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners.

If a potential winner: (i) cannot be contacted; (ii) does not respond within five (5) days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. (After five (5) such alternate potential winners have been selected without securing an eligible winner, the prize may remain un-awarded.) Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the "winner" of the Promotion.

OFFICIAL RULES/WINNERS' LIST

These Official Rules will be posted on <http://www.afterschoolalliance.org/loa.cfm> throughout the Contest Period. For an additional copy of these Official Rules or for the names of the Contest Winners, send a self-addressed stamped envelope to the Afterschool Alliance, Attn: Lights On Afterschool Poster Contest, 1101 14th Street NW, Suite 700, Washington, D.C. 20005. Requests for the Official Rules must be received no later than April 29, 2020.

PRIZE RESTRICTIONS

No substitution, cash equivalent redemption, assignment or transfer of prizes permitted except at the Sponsor's option and as stated herein. The Sponsor reserves the right to substitute any prize with a prize of equal or greater value in the event a prize is unavailable for any reason. Federal, state and local taxes, if any, and all other expenses not specified as being included as part of prize, are the sole responsibility of each winner.

APPLICABLE LAWS AND JURISDICTION

This Contest is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of New York without regard to any principles of conflict of laws. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Syracuse, New York. Should there be a conflict between the laws of the State of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorney's fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

WINNER LIST

For the names of the winners, send a self-addressed stamped envelope, within six (6) months of the Judging Date, to: Afterschool Alliance, 1101 14th Street NW, Washington, D.C. 20005.

SPONSORSHIP

This Contest is sponsored by Afterschool Alliance, 1101 14th Street NW, Washington, D.C. 20005.

NO PRIZE TRANSFER OR SUBSTITUTION

Any portion of the prize that is not used is forfeited. No substitutions for prizes except by the Sponsor, in which case a prize of equal or greater value will be substituted.

GENERAL RELEASE

By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of the Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless the Sponsor, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrants participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize and (c) to the use of his/her name, voice, performance, photo, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by the Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion. All federal, state and local laws apply.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Entries or votes; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, the tabulation of votes, the announcement of the winner(s), the incorrect uploading of the poster artwork or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest.

Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in the Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, the Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner[s] from all eligible, non-suspect Entries received prior to action taken using the winner determination procedure outlined above.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.