

Greeting Card Contest Official Rules ("Official Rules of this Contest")

The ThanksUSA Greeting Card Contest (hereinafter this "Contest") is subject to all applicable federal, state and local laws and regulations.

This Contest is void where prohibited by law.

SPONSOR, PROMOTER AND ADMINISTRATOR:

- This Contest is sponsored, promoted and administered by ThanksUSA, Inc., (hereinafter "ThanksUSA"), 1390 Chain Bridge Road #260, McLean, VA 22101.

ELIGIBILITY:

- Submissions will only be accepted from current and past ThanksUSA scholars.
- Each piece of artwork and greeting card text must be the work of the entrant alone. The entrant and, if the entrant is under 18 years of age, the entrant's parent or legal guardian (hereinafter "entrant's legal representative") shall certify that the entrant is the artist and the sole and exclusive holder of the rights to the artwork and greeting card text submitted.
- **No purchase, payment or other consideration of any kind is necessary to enter or win this Contest.**
- Each entry must be signed (a) by the entrant; and (b) if the entrant is under 18 years of age, by the entrant's legal representative who affirm that he/she has read the Official Rules of this Contest, that the entrant meets the eligibility requirements, and, to the fullest extent allowed by law: (i) agrees, on his/her own behalf and on behalf of the entrant, to be fully and unconditionally bound by the Official Rules of this Contest, and the decisions reached by the judges, which are final and binding in all matters related to this Contest; and (ii) makes all certifications and agrees to all releases and granting of rights set forth within the Official Rules of this Contest.
- Entrants must not be a judge for this Contest nor an immediate family member or household member of a judge for this Contest.

REQUIREMENTS:

- **All artwork and greeting card text submitted becomes the property of ThanksUSA and will not be returned to the entrant.**
- The artwork submitted must be in a .jpg format at 300dpi suitable for use on a 5" x 7" card. All greeting card text ideas should be submitted in .pdf format.

PRIZE AND ODDS OF WINNING:

- ThanksUSA will award the following to the winning entrant:
 - recognition on the printed cards; and
 - a free box of printed cards of your design for personal use.

- Winning the prize is contingent upon agreeing to and fulfilling all requirements of the Official Rules of this Contest.

HOW TO ENTER:

- All entries, artwork and greeting card text for this Contest must be submitted no later than July 7, 2014, via the ThanksUSA website at: <http://www.thanksusa.org/greeting-card-contest.html> and must be postmarked by or received by ThanksUSA at 1390 Chain Bridge Road #260, McLean, VA 22101 no later than July 7, 2014.

NOTIFICATION OF WINNER:

- Notification will be sent to the winner of this Contest by phone, email and/or United States mail, using the information provided by the winning entrant on their entry form.

AGREEMENT TO OFFICIAL RULES, INDEMNIFICATION AND RELEASE:

- Each entrant, by entering this Contest, fully and unconditionally agrees to be bound by the Official Rules of this Contest, and to the decisions reached by the judges, which are final and binding in all matters related to this Contest.
- Each entry by an entrant under the age of 18 must be signed by the entrant's legal representative who, by signing the entry:
 - affirms that he/she has read all of the Official Rules of this Contest;
 - agrees, on his/her own behalf and on behalf of the entrant, to be fully and unconditionally bound by the Official Rules of this Contest, and the decisions reached by the judges, which are final and binding in all matters related to this Contest; and
 - makes all certifications and agrees to all releases and granting of rights set forth within the Official Rules of this Contest.
- **By entering, each entrant and the entrant's legal representative certifies and affirms and agrees, to the maximum extent permitted by law:**
 - **that the entrant's entry is original and that at the time the entry is submitted, the entrant is the sole and exclusive owner and right holder of the submission, and the entrant has the right to submit the entry into this Contest and to transfer exclusive ownership to ThanksUSA;**
 - to submit only artwork and greeting card text that the entrant has all clearance and rights to allow the artwork and greeting card text to be published or viewed at any venue and in any medium deemed appropriate by ThanksUSA;
 - that the entry does not (a) infringe any third party's proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, patent, trademark, trade secret or confidentiality obligation; or (b) otherwise violates applicable law in any country in the world;
 - ThanksUSA has the right to crop, adjust or modify the materials (including text and images) in any manner it deems appropriate or necessary;

- to **release and hold harmless** ThanksUSA and its officers, directors, employees, independent contractors, attorneys, subsidiaries and agents (hereinafter referred to as “Releasees”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in this Contest, including any receipt, use or misuse of any prize.
- that Releasees are not responsible for incorrect or inaccurate information, technical failures of any kind, unauthorized human intervention in this Contest’s processes, network or human error related in any manner to this Contest, and/or any unauthorized third party use of any entrant’s submissions; and
- **indemnifies** the Releasees and agrees to keep the Releasees indemnified at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any right or obligation of entrant; and
- understands and agrees, by entering this Contest, to grant ThanksUSA, in perpetuity and without compensation to entrant, with or without attribution to entrant, in any manner deemed appropriate by ThanksUSA, an exclusive, irrevocable, royalty-free, worldwide right and license to
 - use, publish, review, assess, test and otherwise analyze and judge each entrant’s submission, in whole or in part, in connection with this Contest;
 - use, publish, distribute, modify and otherwise use the entrant’s submission and any or all of its content, in whole or in part, in any and all media¹ and in any and venues deemed appropriate by ThanksUSA; and
 - use and publish entrant’s name, city and state of residence in any and all media, and use and publish entrant’s photograph or other likeness, if provided, in any and all media.
- Each winner, and, if the winner is under the age of 18, a legal representative of the winner, will be required to sign and return, in a timely manner, an Affidavit of Eligibility and Release (where legal). By accepting the prize, except where prohibited by law, each winner agrees that ThanksUSA may use the winner’s name, city and state of residence, and winner’s photograph or other likeness (if provided by winner), for advertising or publicity purposes, without notice or further compensation to the winner.
- By entering, to the maximum extent permitted by law, each entrant and entrant’s legal representative represents that ThanksUSA will not provide the entrant any compensation or credit other than specifically set forth in the Official Rules of this Contest and stipulates that ThanksUSA is not obligated to use or publish any entrant’s submission for any purpose.
- By entering, each entrant and entrant’s legal representative agrees that
 - any and all disputes, claims and causes of action arising out of or related with this Contest and any prize awarded shall be resolved individually, without resort to any form of class action and/or without resort to injunctive relief;
 - any and all disputes, claims and causes of action arising out of or related with this Contest and/or any prize awarded shall be resolved exclusively by a **court located in Fairfax County, Virginia;**
 - any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and shall not, under any circumstances, include claims, judgments or awards for attorneys’ fees;

- under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and
 - all issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules of this Contest and or the rights and obligations of the entrant and ThanksUSA shall be governed by and construed **in accordance with the laws of the Commonwealth of Virginia** without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.
 - By entering, each entrant and entrant's legal representative agrees to provide and sign any necessary documentation that may be required as a result of entrant entering and/or winning this Contest and/or to allow ThanksUSA to make use of the rights granted by the entrant.
 - By entering, each entrant and entrant's legal representative represents that the entrant understands that ThanksUSA cannot control and is not responsible for any unauthorized use of entrant's submission by others.
 - ThanksUSA reserves the right to terminate, cancel, suspend and/or modify this Contest, or any part of it,
 - if in ThanksUSA's sole discretion any fraud, technical failures or other factors impair the integrity or proper functioning of this Contest;
 - as required by court order; and/or
 - as required by or allowed by federal, state or local laws and regulations.
 - ThanksUSA reserves the right in its sole discretion to disqualify any entrant who it believes has tampered with the entry or selection process or has acted in violation of these Official Rules.
 - ThanksUSA's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
 - If any provision(s) of the Official Rules of this Contest are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.
 - With the exception of the grant of rights by each entrant, as set forth in the Official Rules of this Contest, information collected from entrant and entrant's legal representative is subject to ThanksUSA's Privacy Policy.
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1. The term "media" used herein, includes all media now known or hereafter devised, including, without limitation, television, radio, internet, print, and data.