# Design Protect My Public Media's Official Tote Bag OFFICIAL RULES

## 1. CONTEST/SPONSORS

Design Protect My Public Media's Official Tote Bag ("the Contest") is sponsored by Protect My Public Media ("the Sponsor").

## 2. ELIGIBILITY

No purchase is necessary to enter. The Contest is open only to individual legal residents of the 50 United States, the District of Columbia, Guam, Puerto Rico, the US Virgin Islands and American Samoa who are age 18 and over. Any individuals who have, within six (6) months prior to the start date of the Contest or thereafter, been employed by or performed services (including but not limited to as employees, consultants, independent contractors or interns) for Sponsor or any of its subsidiary, affiliated or successor companies (including but not limited to NPR, PBS and the Association of Public Television Stations) and immediate family and household members of such individuals, are not eligible to enter or win. The Sponsor reserves the right to verify and confirm entrants' ages and compliance with other eligibility requirements. Entrants may be required to submit further information to assist in the judges' verification of eligibility.

## 3. CONTEST ENTRY/QUALIFIED ENTRIES

The Contest begins at the time of announcement on July 14, 2014, and entries must be received by 5:00 p.m. Eastern on August 1, 2014. Entries must be emailed to info@protectmypublicmedia.org. Acceptable file types of entries are limited to: Corel Draw, Adobe Illustrator, EPS and PDF files. If submitting a PDF, images must be in high definition with a resolution of at least 300 dpi. There is a limit of one (1) entry per person.

Entrants must include in their submission email their name, date of birth and mailing address.

Entries must: (a) be wholly the original work of the entrant, designed and produced solely by the entrant; (b) contain no image or portion of an image which is in the public domain or which has been exhibited or otherwise distributed or disseminated in any media or format prior to the Contest; and (c) not be in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any nature, of any other person or entity. This clause does not apply to the Protect My Public Media name, logo, or tag line and entrants are free to use or manipulate the campaign name, logo, and tag line in their Contest design. Entries not satisfying these criteria in any respect will be disqualified.

If the Sponsor has reason to believe that an entry contains any material that may infringe or violate any law(s) or right(s) of a third party, or that the use of such entry in the manner described herein may infringe or violate any law(s) or any right(s) of a third party, the Sponsor may immediately disqualify such entry and take any other measures the Sponsor may deem appropriate.

#### 4. WINNER SELECTION AND PRIZE

Judging will be conducted by and according solely to the discretion of the Sponsor's coordinators. Judging will begin when the Contest begins and continue until all entries submitted prior to the Contest end time have been reviewed. The winner will be notified via email and identified, along with his/her winning work, via social media by the Sponsor.

The winner's design will be used on the Sponsor's official tote bag, and the winner will receive one (1) Apple iPad Mini, one (1) tote bag and will be recognized on Sponsor's social media and in an email to supporters as the winner/designer.

No substitution, cash redemption or transfer of right to receive prizes is permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize of equal or greater value. Prize consists only of use of entry, identification and items expressly specified in these Official Rules.

# 5. GRANT OF RIGHTS/RELEASE OF CLAIMS

Ownership of each entry will remain with the entrant, but, by submitting an entry, the entrant grants to Sponsor: (a) the right to edit the image as may be necessary for sizing, cropping, color manipulation, or for any other reason which the Sponsor may deem appropriate; and (b) a non-exclusive, assignable, perpetual, license to produce, publish, distribute, transmit, exhibit, exploit and license the image and any portions thereof in any format, on the aforementioned tote bag and any other item(s) thereafter, in this and any future contest(s), without further notice or compensation. No royalties will be paid now or at any later time.

As an inducement to Sponsor to accept the entrant's entry into the Contest, each entrant hereby waives any claim or right of action against any of the Sponsor or their successors in connection with the Sponsor's use of any entry (or any portions thereof) whether or not such uses contain any features, ideas, material and/or elements similar or identical to those contained in an entrant's entry.

#### 6. GENERAL CONDITIONS

The Sponsor reserves the right to terminate, modify or suspend this Contest for any reason or due to any of an act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; or other cause beyond its control. Sponsor is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, mis-delivered or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries.

By entering, entrants agree to abide by the above stated rules and provisions and warrant that they are eligible for the contest. Submission of an entry indicates the entrant's complete and unequivocal acceptance of all terms herein. Failure to abide by any of these rules, provisions or terms may result in disqualification at the sole discretion of the Sponsors.

#### 7. GOVERNING LAW.

This Contest is governed by the internal laws of the District of Columbia without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the District of Columbia.

## 8. ENTRANT REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND RELEASE.

By entering, each entrant represents and warrants to the Sponsor that his/her entry is (a) completely the original work of the entrant and was written solely by the entrant; (b) not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format; (c) not in the public domain; and (d) not in violation of or in conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity.

Entrant agrees to defend and indemnify Sponsor for any breach of the above representations. By submitting an entry, each entrant agrees to indemnify, defend, release, discharge and hold harmless Sponsor and its parent companies, affiliates, subsidiaries, promotional partners and agents, and all others associated with the development and execution of this Contest, and the officers, directors and employees of each of the foregoing, from any and all claims and liabilities arising from or in connection with participation in this Contest, including without limitation (a) claims for injury, loss or damage of any kind resulting from participation in this Contest or acceptance or use of any prize and (b) claims based on rights of privacy, rights of publicity, false light, defamation, copyright and/or trademark infringement relating to the submission or exploitation of the entrant's concept.