



## Spreadshirt Deep Sea Blue Contest Official Rules

### 1. Contest Summary

The Deep Sea Blue Contest (the “**Contest**”) gives entrants (“**Entrants**” or “**you**”) the opportunity to compete for prizes by submitting a unique design to the spreadshirt.com marketplace tagged with “bluecontest”.

The **Contest Period** includes a submission period from February 3 2020 at 12:00 am ET to February 19 2020 at 11:59 PM ET at 7:00 AM ET, with winners to be announced on March 2 2020.

The prize(s) will be awarded to the Entrant(s) who submits the best entry as determined by the judges in accordance with this agreement.

The Contest is open to legal residents 18 years of age (or the local age of majority, if higher) of eligible countries (See Section 3(b)).

Void where prohibited. No cost to enter and no purchase necessary.

Spreadshirt’s Privacy Policy applies to Entrant information. <http://www.spreadshirt.com/privacy-policy-C3259>

### 2. Sponsor

The Sponsor of this Contest is Spreadshirt, Inc., a Delaware corporation with an address at 1572 Roseytown Road, Greensburg, PA 15601. The Contest is in no way sponsored or endorsed by any third party organizations whose sites or services are used in conjunction with the Contest, if applicable (for example, Facebook, Twitter, etc.).

### 3. Other Eligibility Rules

- (a) Employees. Employees of Sponsor (including its parent company, affiliates and subsidiaries) and members of the immediate family or household of such an employee are not eligible to participate.
- (b) Eligible Countries. Only residents of the following countries are eligible to participate in the Contest: Algeria, Australia (excluding Tasmania), Canada (excluding Quebec), Czech Republic, France, Germany, Hungary, India, Ireland, Norway, Poland, Singapore, Spain, Thailand, United Kingdom, United States of America and the District of Columbia (excluding overseas military installations and U.S. territories), and Vietnam.
- (c) Sanctions and Embargoes. Pursuant to applicable U.S. international sanctions, payments from the Contest will not be made to persons who reside in Cuba, Iran, Syria, North Korea, and Sudan or to Specially Designated Nationals who are prohibited from receiving such payments.

#### 4. How To Enter & Submission Requirements

- (a) Generally. A "**Submission**" consists of the submission during the Contest Period of a design at spreadshirt.com's marketplace, tagged as described above in Section 1, that also meets the requirements below. Sponsor will not notify Entrants whether their Submissions have been approved or denied.
- (b) Acknowledgements. By entering the Contest, each Entrant agrees and understands that
- (1) each Entrant must abide by the all of the terms of this agreement, and warrants and represents that their Submission(s) conforms to these terms;
  - (2) each Entrant's participation in the Contest may require the Entrant to agree to Sponsor's Terms of Use, and the Terms of Use of third parties involved in the administration of the Contest;
  - (3) entering the Contest may opt the Entrant in for advertising communications from Sponsor, but that Entrant may unsubscribe from these messages later;
  - (4) all Submissions may be posted on-line for viewing by the general public and otherwise used by Sponsor and its designees as otherwise set forth herein, and that once posted online, Sponsor has no control over what may happen to the Submissions if third parties copy or alter the Submissions; and
  - (5) Sponsor does not guarantee the posting of any Submission.
- (c) Requirements. Each Submission must comply with the following:
- (1) No Intellectual Property Violations. The Submission must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
  - (2) Consents. If any persons appear or are referred to in the Submission, you are solely responsible for obtaining, prior to submission, any and all releases and consents necessary to permit the exhibition and use of the Submission by Sponsor in accordance with this agreement. If a person in your Submission is under the age of majority and you are their parent or legal guardian, your entering the Contest constitutes consent to have your child's image included in your Submission. If a person in your Submission is under the age of majority and you are not their parent or legal guardian, the signature of a parent or legal guardian is required on each release. Sponsor reserves the right to receive copies of these releases upon request.
  - (3) Objectionable Material. Submissions that are lewd, obscene, excessively violent, sexually explicit, pornographic, disparaging, defamatory, libelous, or Submissions that otherwise contain inappropriate content or objectionable material may not be submitted and may be removed at any time in Sponsor's sole discretion.
  - (4) Personally Identifiable Information. The Submission may not contain any personally identifiable information of any person other than yourself. If you include personally identifiable information about yourself in your Submission, you acknowledge and agree that this information will be disclosed publicly and you are solely responsible for the consequences.
  - (5) Sponsor Discretion. Sponsor reserves the right in its sole discretion to disqualify any Submission for any reason or no reason, including but not limited to a violation or potential violation of any of the requirements of this agreement. The decisions of Sponsor on this and all matters pertaining to the Contest is final and binding.
  - (6) Publicity. Except where prohibited, Entrants hereby grant Sponsor the right to use their names, likenesses, voices, opinions and biographical information for publicity, advertising, trade or promotional purposes.
- (d) Indemnity. Entrants agree to indemnify and hold Sponsor harmless from and against any suits, claims, losses, damages and expenses, including reasonable attorney fees, that it may sustain from any breach of a representation or warranty made by the Entrant or the use of any rights granted by the Entrant to Sponsor hereunder.

## 5. Winner Selection

- (a) A panel of judges will review all eligible Submissions received during the Contest Period and will select the winners based upon the following equally weighted criteria: Appearance on Spreadshirt Products, Creativity, Originality, and Reference to the topic. The decisions of these judges are final and binding. If there is a tie between any eligible entries, the tie will be broken by an additional judge who will judge the tied entries based on the same criteria listed above.
- (b) A winner is not entitled to any prize until the winner meets all of the following conditions, if applicable:
  - (1) The notice sent to the winner must not be rejected, returned, or deemed undeliverable.
  - (2) The winner may be required to complete and return an Affidavit of Eligibility and Liability Release, and except where prohibited by law, a Publicity Release Form (collectively the "Releases").
  - (3) If the winner's prize has a fair market value of \$600 or more, the winner must provide a valid SSN or TIN so that the Sponsor can report the winnings as income to the winner on Form 1099-MISC with the Internal Revenue Service. However, the winner is solely responsible for all tax liabilities arising out of the Contest, and the Sponsor is under no obligation to ensure the correct and prompt handling on the 1099-MISC form and will accept no responsibility for implications that arise from failure of a winner to do so, legal or otherwise.
  - (4) Failure to return required information or Releases, if applicable, within 14 days of receipt of notice of winning described in this paragraph may result in forfeiture of the prize and/or awarding of the prize to a different Entrant, in the Sponsor's sole discretion.
- (c) Identity Disputes. If there is a dispute as to the identity of the Entrant, the prize will be awarded to the authorized account holder of the email address. The "authorized account holder" is defined as the natural person to whom the email address is assigned.

## 6. Prizes; Approximate Retail Value; Odds of Winning

- (a) An Entrant may only win one prize. There will be up to three winners. Prizes are: First place - \$500 USD; Second place - \$250 USD; Third place - \$100 USD. Prizes may not be substituted for cash, or assigned or transferred.
- (b) The odds of winning are determined by and depend upon the total number of eligible Submissions received, as well as the relative quality of Submissions.
- (c) If any winner refuses a prize, Sponsor may award that prize to the next-closest Entrant.

## 7. Grant of Rights

All Entrants grant Sponsor the right to display their Submissions for purposes of this Contest and the right to display and prepare derivative works of their Submissions on any and all websites for advertising and promotional purposes according to the Partner Terms and Conditions which are available at spreadshirt.com when Entrants make their submissions. Participation in the Contest is not the basis for any additional grant of rights to Sponsor, and Sponsor's use of Entrant Submissions is governed solely by the Partner Terms and Conditions.

## 8. Winners List

A copy of the winners list may be obtained by sending a written request which includes the sender's name, mailing address, and an email address to: Spreadshirt Deep Sea Blue Contest, Spreadshirt, Inc., 1572 Roseytown Road, Greensburg, PA 15601, postmarked within 30 after the Contest Period. Sponsor may announce winners by using their Spreadshirt usernames.

## 9. Limitation of Liability

By participating, Entrants agree that the Sponsor and its directors, officers, agents and employees are not liable to the Partner for any consequential, indirect, special, incidental, statutory, or punitive damages relating to or arising out of the Contest or use of Entrant information, regardless of the cause of action (whether in contract, tort, strict product liability, or otherwise), even if advised of the possibility of such damages, and even if the damages were foreseeable.

## 10. Disclaimers & Early Contest Termination

- (a) All websites, platforms, and services required for this Contest are provided on an as-is basis, and Sponsor hereby disclaims all express and implied warranties to the extent allowed by law.
- (b) Sponsor is not responsible for incorrect or inaccurate Entry information, human or other error, technical malfunctions of the Contest systems, lost or delayed data, omission, interruption, failures of any telephone or computer network, computer equipment, software, inability to access any online service or website, any other error or malfunction, or any injury or damage to Entrant's or any other person's computer relating to or arising out of participation in this Contest.
- (c) Sponsor reserves the right at its sole discretion,
  - (1) to disqualify any individual who tampers with the entry process;
  - (2) to disqualify any suspect Submission or Entrant;
  - (3) and/or to cancel, terminate, modify or suspend the Contest. In such a case, Sponsor reserves the right to select winners from eligible entries received as of the termination date, even if the termination date is earlier than planned due to problems of the aforementioned nature.

## 11. Miscellaneous

- (a) Entire Agreement. This agreement contains the entire agreement between the parties and replaces all prior oral and written agreements regarding its subject matter. No oral modifications, express or implied, may change the terms of this agreement. The parties have not relied on any representations or promises relating to the subject matter of this agreement except those contained within the four corners of this agreement.
- (b) No Third-Party Beneficiaries. This agreement does not and is not intended to confer any rights or remedies upon any person(s) other than the parties.
- (c) Law, Jurisdiction, and Venue. The formation, construction, and performance of this agreement must be construed in accordance with the laws of Pennsylvania without regard to its choice of law rules. If a dispute arises out of this agreement, the parties agree to personal jurisdiction and venue in the federal or state courts of Pennsylvania.
- (d) Enforceability and Severability. If any provision of this agreement is held invalid or unenforceable, the remainder of this agreement will remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it will remain in full force and effect in all other circumstances. To the extent permitted by law, the parties waive any provision of law that would render any provision of this agreement invalid, illegal, or unenforceable in any way.
- (e) Waivers. Waivers are only effective when in writing. If a party waives enforcement of a breach of any term of this agreement, later breaches of the same or other terms are not waived. Accepting late performance of any act or late fulfillment of any condition of this agreement is not a waiver of the act or condition itself.
- (f) Headings. All headings used in this agreement are for convenience only, and are not to be taken into account when interpreting the meaning of any term of this agreement.