

What Does Equality Mean to You?

2010 Writing and Visual Image Contest





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Across America, young people are thinking and talking about equality. From the Jena 6 to the many who canvassed door to door in the 2008 elections - young people continue to come out in force, speaking their minds and making their voices heard on the issues they believe in. Over the past fifty years, young people involved in the civil rights movement have made steady progress in their quest for a just society. From the students who conducted sit-ins at segregated lunch counters in the 1960s, to teens who have been marching for gay rights, young people continue to make their voices heard and change history.

The concept of equality under the law is a cornerstone of American life. We've witnessed great victories in cases such as *Brown v. Board of Education of Topeka*, in which the Supreme Court ruled that racial segregation in public education violates the Constitution. Present-day legal battles over race, gender, orientation, the environment, health, education, age, housing, immigration, and disability issues continue to rage in courtrooms across the country.

Youth action creates the conditions for change – in the courts, in the halls of Congress, and in your state and community. Equality has meant different things to different people at different times. We invite you to share your perspective and tell us: what does equality mean to you?





### ABOUT THE CONTEST

#### Eligibility:

People ages **fourteen through eighteen** can participate in the contest by submitting an original written or visual entry (either a drawing, photograph or cartoon) responding to the following question: "What does equality mean to you?"

#### **Deadline:**

All submissions are due by April 27, 2010,10 PM EST. (Emails and faxes must be sent by this time and all entries sent by mail must be postmarked by April 27, 2010.)

#### **Terms and Conditions:**

Before submitting anything to the contest, please make sure to read the *What Does Equality Mean To You?* Official Rules and Submission Agreement, which govern this contest. Contest rules can be found as part of this package, or on the National Campaign to Restore Civil Rights website at: <a href="http://www.rollbackcampaign.org/contest2010/">http://www.rollbackcampaign.org/contest2010/</a>.

#### **More Information:**

For more information, please contact Amy Lalich at the National Campaign to Restore Civil Rights at: (212) 336-9323, or <a href="mailto:rollback@nylpi.org">rollback@nylpi.org</a> (please write ATTN: 2010 Contest – More Information) in the subject line of your email.



# 2010 CONTEST REGISTRATION FORM

### Please provide all of the following information:

Name:		
Age:		
Phone:		
Address:		
Email Address:		
Date:		, 2010
Type of Entry (circle one):	Visual	Written
How did you hear about thi	s contest?	•
PLEASE COMPLETE THE FOLI BOX [], I INDICATE THAT I THE TERMS AND CONDITIONS AND SUBMISSION AGREEMEN	HAVE REA OF THE OF	D AND AGREE TO



### WRITTEN ENTRY

In written form, tell us "What does equality mean to you?" Your written entry must :

- be your original work.
- demonstrate that you understand the topic of the contest, and how it relates to you, and/or your community.
- be no more than 750 words.
- be typed or legibly handwritten.

#### **How to Submit Your Written Entry:**

Submissions may be sent by mail, email, or fax, and should be sent or postmarked to NCRCR by April 27<sup>th</sup> at 10 PM EST. Each written entry must be accompanied by a completed copy of the 2010 Contest Registration Form. You may only enter the contest once, with either a written or a visual entry.



### VISUAL ENTRY

In the form of a visual image entry, tell us "What equality means to you?" Your entry must:

- be in the form of an original photo, an original drawing, or an original cartoon.
- demonstrate that you understand the topic of the contest, and how it relates to you, your life, and/or your community.
- if by mail, be no larger than 8.5 x 14 in size.
- if by email, be in jpeg or gif format, and no more than
  640 x 480 pixels. The file size must be 300 kb or less.

#### **How to Submit Your Visual Entry:**

Submissions may be sent by mail or email, and should be sent or postmarked to NCRCR by April 27th at 10 PM EST. Each visual entry must be accompanied by a completed copy of the 2010 Contest Registration Form. You may only enter the contest once, with either a written or a visual entry.



# HOW TO SUBMIT YOUR ENTRY BY MAIL OR FAX

### If you wish to enter the contest by mail or fax:

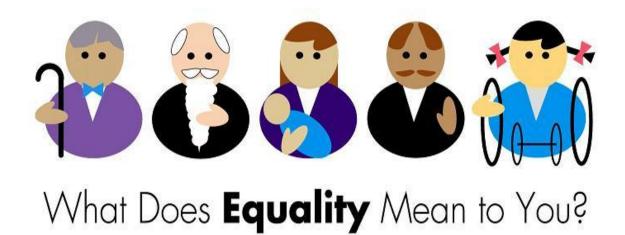
- Print out the 2010 Contest Registration Form and fill it out completely in accordance with the instructions (be sure to indicate your acceptance of the Official Rules and Submission Agreement by writing an "X" in the space provided on the 2010 Contest Registration Form).
- Submit your completed 2010 Contest Registration Form, along with your written or visual entry, to NCRCR, by first class United States mail (postage prepaid) or other nationally-recognized courier to: ATTN 2010 Contest, National Campaign to Restore Civil Rights, 151 West 30th Street, 11th Floor, New York, NY 10001. Written entries can be submitted by facsimile to (212) 244-4570 (with a cover sheet that clearly states "ATTN: 2010 Contest Written Entry"). Visual entries must be submitted by either mail or email.
- Your entire submission, including the 2010 Contest Registration Form and your entry, must be submitted in the same envelope or package if submitting by mail, or the same facsimile transmission if submitting by fax. Make sure that your name is printed clearly on your entry, in case your 2010 Contest Registration Form and your submission get separated.



# HOW TO SUBMIT YOUR ENTRY BY EMAIL

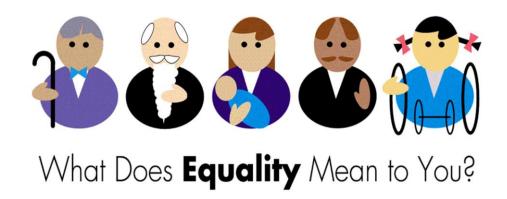
#### If you wish to enter the contest by email:

- Fill out the 2010 Contest Registration Form
- Attach the entry form, along with a PDF version of your written or visual entry, to an email and send it to rollback@nylpi.org. You can also cut and paste your completed 2010 Contest Registration Form directly into the body of your email. Please write "NCRCR 2010 Contest Entry" in the subject line.
- Your entire submission, including the 2010 Contest Registration Form and your entry, must be included in or attached to the same email message. Make sure that your name is included on your entry, in case your 2010 Contest Registration Form and your submission get separated.



- Two first prize winners will be chosen, one for the best written entry, and the other for the best visual entry.
- Each first prize winner will receive \$500 in cash, an award, and a trip for two to New York City.





Are you between the ages of 14 and 18? Are you interested in civil rights? Do you like to write or create visual images? Then the National Campaign to Restore Civil Rights (NCRCR) wants to hear from you.

Tell us, in either a written or visual format, what equality means to you. Winners will receive \$500 cash and a trip for two to New York City!

This contest ends on April 27, 2010 at 10:00 PM EST.

# To Enter, Go To: www.rollbackcampaign.org





The 2010 "What Does Equality Mean to You?" Written and Visual Image Contest (the "Contest") is operated by The National Campaign to Restore Civil Rights ("NCRCR"), a project facilitated by New York Lawyers for the Public Interest ("NYLPI"), a not-for-profit company located at 151 West 30th Street, 11th Floor, New York, NY 10001 (NYLPI, NCRCR and their respective successors and assigns, collectively "Sponsor"). The Contest begins on February 12, 2010 at 12:01:00 a.m. Eastern Time (ET), and ends on April 27, 2010 at 10:00:00 p.m. ET (such period, the "Contest Period").

- 1. ACCEPTANCE OF TERMS: This Official Rules and Submission Agreement (the "Agreement") is made between you and NYLPI. If you are under eighteen (18) years of age, you must have your parent or legal guardian review and agree to this Agreement. YOU SHOULD READ AND UNDERSTAND THIS AGREEMENT BEFORE SUBMITTING YOUR ENTRY (AS DEFINED BELOW) TO THE CONTEST. BY SUBMITTING YOUR ENTRY TO THE CONTEST, YOU REPRESENT AND WARRANT THAT YOU ARE EITHER: (A) OVER THE AGE OF EIGHTEEN (18) AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OFTHIS AGREEMENT; OR (B) THE PARENT OR LEGAL GUARDIAN OF A CHILD UNDER THE AGE OF EIGHTEEN (18) AND YOU AGREE TO BE BOUND BY THIS AGREEMENT ONBEHALF OF YOUR CHILD. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT ENTER OR PARTICIPATE IN THE CONTEST. The terms "you" and "your" below refer to the child participating in the contest and/or the parent or legal guardian, as applicable.
- 2. ELIGIBILITY: NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. Contest is open to any current legal resident who, as of the beginning of the Contest Period, (a) resides in one of the fifty (50) United States or the District of Columbia (excluding every jurisdiction in which the Contest is prohibited or restricted by law or otherwise, and in particular, excluding Puerto Rico, the U.S. Virgin Islands, U.S. territories, and U.S. military installations located in foreign countries) and (b) is fourteen (14) years of age or older, but under nineteen (19) years of age (hereafter "Participant"). Sponsor's employees, consultants, representatives and agents of Sponsor and its advertising and promotional agencies, and the immediate family members of and persons domiciled with any such employees and agents, and any judges or other parties involved in the creation, production, operation, execution and fulfillment of the Contest, and the immediate families and household members of each of the foregoing, are not eligible to participate. Sponsor, its affiliates, subsidiaries, partners, Prize providers, officers, employees, and subcontractors do not warrant that this Contest may be entered legally in any particular jurisdiction.



3. ENTERING THE CONTEST: In order to participate in the Contest, a Participant must either: (i) write and submit an original written entry (a "Written Entry"), or (ii) create an original photograph, drawing or cartoon (a "Visual Entry"), in each case, that illustrates what equality means to the Participant and that complies with this Agreement. The Written Entry or Visual Entry (each, the "Entry") must be the original work of the Participant, and demonstrate that the Participant understands the topic of the contest and how it relates to the Participant and his or her life, school and/or community. IMPORTANT NOTE: Each Participant may submit only one Entry, in the form of either one (1) Written Entry or one (1) Visual Entry (but not both), to the Contest. Submission of more than one Entry by a Participant (for example, submission of both a Written Entry and a Visual Entry) may, on discovery by Sponsor, result in the disqualification of such Participant.

#### (a) HOW TO SUBMIT YOUR ENTRY TO THE CONTEST:

(1) Submitting a Written Entry. If you wish to participate in the Contest by submitting a Written Entry (rather than a Visual Entry), you must submit your Written Entry and completed registration form via one of the following methods:

**By Email.** Send your Written Entry, in the form of a .pdf document, as an attachment via email to <a href="mailto:rollback@nylpi.org">rollback@nylpi.org</a>. The email must (i) include "NCRCR 2010 Contest Entry – Written Entry" in the subject line, and (ii) contain, in the body of the email, a copy of the registration form located at <a href="http://www.rollbackcampaign.org/contest2010">http://www.rollbackcampaign.org/contest2010</a>, completed with your own registration information.

By Mail. Print and complete the registration form located at

http://www.rollbackcampaign.org/contest2010, and send your completed registration form, along with a copy of your Written Entry, by first class mail to: ATTN – 2010 Contest Entry – Written Entry, National Campaign to Restore Civil Rights, 151 West 30th Street, 11th Floor, New York, NY 10001. All Written Entries submitted by mail must be postmarked by April 27, 2010 (the "Postmark Date").

**By Fax.** Print and complete the registration form located at <a href="http://www.rollbackcampaign.org/contest2010">http://www.rollbackcampaign.org/contest2010</a>, and send your completed registration form, along with a cover sheet stating "ATTN: NCRCR" and a copy of your Written Entry, via facsimile to: (212) 244.4570.

**(2) Submitting a Visual Entry.** If you wish to participate in the Contest by submitting a Visual Entry (rather than a Written Entry), you must submit your Visual `Entry and completed registration form via one of the following methods:



**By Email.** Send your Visual Entry, in .jpeg or .gif format, as an attachment via email to rollback@nylpi.org. The email must (i) include "NCRCR 2010 Contest Entry – Visual Entry" in the subject line, and (ii) contain, in the body of the email, a copy of the registration form located at <a href="http://www.rollbackcampaign.org/contest2010">http://www.rollbackcampaign.org/contest2010</a>, completed with your own registration information.

**By Mail.** Print and complete the registration form located at <a href="http://www.rollbackcampaign.org/contest2010">http://www.rollbackcampaign.org/contest2010</a>, and send your completed registration form, along with your Visual Entry, by first class mail to: ATTN – 2010 Contest Entry – Visual Entry, National Campaign to Restore Civil Rights, 151 West 30th Street, 11th Floor, New York, NY 10001. All Visual Entries submitted by mail must be postmarked by the Postmark Date.

Note that you may NOT submit Visual Entries via fax.

Please note that no means of entry will be accepted other than those expressly set forth above. **Submitted Entries, including Visual Entries submitted by mail, will not be returned under any circumstances.** Only individual Entries will be accepted (no team or group Entries are permitted).

#### (b) REQUIREMENTS FOR ENTRIES:

- (1) Written Entry. Written Entries must be 750 words or fewer, and must be typed or handwritten legibly.
- **(2) Visual Entry.** Visual Entries submitted by email must be in .jpeg or .gif format, and must meet the following specifications: DIMENSIONS no greater than 840 by 480 pixels; RESOLUTION at least 300 dpi; and FILE SIZE no greater than 300 kilobytes. Visual Entries submitted by mail must be no larger than 8.5 inches by 14 inches.
- (c) ADDITIONAL ENTRY GUIDELINES AND RESTRICTIONS. Each Entry, together with its completed registration form and other materials as required above (collectively for each Entry, the "Submission Materials"), must be received by NYLPI no later than the end of the Contest Period in order to be eligible for the Contest; provided that if your Entry is sent by mail, all of your Submission Materials must be postmarked by the Postmark Date. Submission Materials that violate or are submitted in violation of this Agreement; that are received in whole or in part after the deadlines noted above; that are not received as part of the same envelope, package, or transmission (for example, an Entry submitted in a separate envelope, facsimile, or email message from its corresponding registration form), or that are incomplete, illegible, corrupted, or damaged, will be discarded and deemed to be VOID. Each Participant may enter the Contest only once, and only by one means of entry (either Written Entry or Visual Entry). No changes to any Submission Materials will be permitted once they have been submitted. Receipt of Submission Materials will not be acknowledged, and Submission Materials will not be returned.



- REPRESENTATIONS AND WARRANTIES: You represent and warrant that your Entry (d) does not and shall not contain any material that, in Sponsor's sole discretion: (i) falsely states or otherwise misrepresents your affiliation with a person or entity, without such person or entity's prior written consent; (ii) constitutes personally identifying information or other personal or identifying information about you or any individual; (iii) is false, deceptive, misleading, scandalous, indecent, obscene, pornographic, unlawful, defamatory, libelous, fraudulent, tortious, threatening, harassing, hateful, degrading, intimidating, or racially or ethnically offensive, or contains nudity, pornographic images, explicit sexual themes, or graphic violence; (iv) encourages conduct that could be considered a criminal offense, could give rise to criminal civil liability, could violate any law, or could otherwise be considered inappropriate; (v) constitutes a virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or is intended to damage or hijack the operation of, or to monitor the use of any hardware, software, or equipment; (vi) constitutes any advertising, promotional material, or other form of solicitation; or (vii) constitutes any material, non-public information about a Sponsor. Any Entry that would violate any law or regulation or this Agreement will not be considered. Sponsor retains sole discretion as to what constitutes unsuitable content, and to disqualify the submitting Participant from participation in the Contest. An Entry that is submitted in violation of this Agreement or that is incomplete, illegible, corrupted, or damaged, will be discarded and deemed to be VOID.
- (e) RETAIN YOUR ORIGINAL ENTRY: Be sure to retain your Entry (or, if you have submitted the original version of your Visual Entry via mail, a copy of your Visual Entry) in its original format after submission. By entering the Contest, you agree that you will provide Sponsor with your Entry in its original format in order for the Entry to be used in future advertising, promotion, or otherwise.
- PARTICIPANT'S RIGHTS TO ENTRIES: By submitting an Entry, you represent and 4. warrant that: (a) you have the legal right and authority to enter into this Agreement; (b) all information that you provide in connection with your Entry, including without limitation any registration information, is and will remain true, accurate, and complete; (c) the Entry is your original, sole work; (d) you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under the Entry and to grant the rights and licenses set forth herein, and with respect to any third party materials that appear in or are incorporated or embodied in the Entry, you have obtained express, written clearances from all owners of and rights holders in such third party materials as necessary to grant Sponsor the rights and licenses set forth herein, and you will provide such clearances to Sponsor upon request; (e) to the extent that any identifiable individual(s) appear in your Entry, you have obtained the written consent, release, and/or permission of each such individual to use such individual's name and likeness for purposes of using and otherwise exploiting the Entry in the manner contemplated by this Agreement, or, if any such individual is under the age of eighteen (18), you have obtained such written consent, release, and/or permission from such individual's parent or guardian, and you will provide such consents, releases and/or permissions to Sponsor upon request; (f) the Entry, and the use and other exploitation thereof by Sponsor and Sponsor's respective designees, do not and shall not infringe upon or violate any intellectual property rights or other rights of any third party; (g) the Entry is not confidential and does not contain any confidential information; and



(h) in creating and submitting the Entry, you have complied and will comply in all respects with all laws, rules, and regulations, and you will not violate any understanding by which you are explicitly or implicitly bound (including without limitation any agreement with any third party). Sponsor reserves the right at any time in its sole discretion (but has no obligation) to verify that all necessary rights, clearances, consents, releases, and/or permissions in or relating to your Entry have been obtained, and to disqualify you from the Contest and/or to refuse or reject your Entry if Sponsor determines at any time, in its sole discretion, that all necessary rights, clearances, consents, releases, and/or permissions have not been obtained by you. You agree to cooperate with Sponsor in any verification or inquiries related to the foregoing. This Section 4 shall survive any expiration or termination of this Agreement.

5. SPONSOR'S RIGHTS TO USE ENTRIES AND PARTICIPANT'S NAME: All submitted Entries remain the intellectual property of the Participant, subject to the following: By submitting an Entry for consideration in the Contest, you irrevocably agree to grant, and actually grant Sponsor a perpetual, worldwide, irrevocable, unlimited, transferable, assignable, sublicensable (through multiple tiers), royalty-free right and license to reproduce, publish, perform (on Sponsor's website(s), on any other website(s), in print, radio, television, or elsewhere), display, distribute, modify, edit, create derivative work of, translate, adapt, rebroadcast, and otherwise use and commercialize the Entry in any manner and context (including but not limited to usage in advertising, publications or promotional materials), now known or in the future discovered, in Sponsor's sole discretion, in any way, in any and all media, without limitation and without any compensation or acknowledgment to you or any third party, whether or not the Entry is selected as a Winning Entry. In addition, as a condition of receiving a Prize, all Potential Winners and Runners-Up agree to the license granted above. You further acknowledge that Sponsor is under no obligation to return, post, display or otherwise use your submitted Entry. All Participants hereby agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor or its partners, affiliates, agents, licensees, Prize providers or any other person, on the grounds that any use of the Entry, including without limitation trademark rights, copyrights, publicity rights, privacy rights, and moral rights or "droit moral." Nothing herein shall create or constitute an employment, joint venture, or partnership relationship between you and Sponsor. In no way are you to be construed as the agent or to be acting as the agent of Sponsor, or will you have the power or authority to bind Sponsor in any way. Except as otherwise prohibited by law, Participant grants permission to Sponsor



6. <u>ADDITIONAL FORMS</u>: In order to participate in the Contest, you may be required to sign consent forms and or releases in connection with your Submission Materials, and if you are under eighteen (18), to have your parent or legal guardian sign such consent forms and/or releases and agree to this Agreement on your behalf. You agree that upon Sponsor's request, you will comply with the foregoing.

#### 7. RUNNERS-UP, WINNER, AND PRIZES:

- (a) SELECTING RUNNERS-UP AND WINNERS: As described above, Entries are divided into two (2) separate categories: Visual Entries and Written Entries (each, a "Category"). Entries in each Category will be judged separately. For each Category, a panel of judges (the "Panel") will review eligible entries and, based on the criteria set forth in Section 7(b) below (the "Criteria"), will select from all eligible Participants in such Category the top four (4), three (3) of whom the Panel will deem to be potential runners for such Category and one (1) of whom the Panel will deem to be the potential winner for such Category (such three (3) potential runners-up, the "Potential Runners Up" for such Category, and such one (1) potential winner, the "Potential Winner" for such Category). The Potential Runners-Up and the Potential Winner from each Category will be notified on or about June 1, 2010. Without limiting Section 6 above, Sponsor may, in its sole discretion, contact each Potential Winner and/or each Potential Runner-Up and require such individual, in order to continue to participate in the Contest, to sign consent forms and/or releases in connection with such individual's entry, as well as (if such individual is under eighteen (18)) to have such individual's parent or legal quardian sign such consent forms and/or réleases on such individual's behalf and affirm such individual's agreement to this Agreement. If, after a reasonable number of attempts, contact with either Potential Winner or any Potential Runner-Up has not been made, or if any notification is returned as undeliverable, or if either Potential Winner or any Potential Runner-Up is unable to comply with this Section 7, elects to end his or her participation in the Contest, is unable to participate further in the Contest for any reason, or is, in Sponsor's discretion, deemed to be ineligible to participate further in the Contest for any reason, Sponsor reserves the right to replace such Potential Winner or such Potential Runner-Up with an alternate entrant from the same Category; provided that such alternate entrant will be subject to the terms and conditions of this Section 7. After the Potential Winners and all Potential Runners-Up from each Category have been finally determined by Sponsor to be eligible to continue to participate in the Contest (such Potential Winner, the "Winner" in the Applicable Category, and such three (3) Potential Runners-Up, the "Runners-Up" in the Applicable Category,), the Winners and the Runners-Up in each Category will be awarded Prizes as set forth in Section 7(c) below.
- **(b) JUDGING CRITERIA.** The Panel will judge all Entries both Written Entries and Visual Entries according to the criteria listed below:

#### (1) Clarity and Effectiveness:

- (a) For Written Entries: The Panel will review the Written Entry for style and organization. Written Entries should be correct in terms of grammar, spelling, and word usage, and should present information in a clear and logical manner.
- (b) For Visual Entries: The Panel will review the Visual Entry for technique and craft.



- (2) Creativity and Originality: The Panel will review the Entry for ideas that are insightful and new.
- (3) Message: The Panel will review the message of the Entry to determine whether it presents a clear message on the topic of equality and how it relates to his or her life, school, and/or community.
- **(4) Impact:** The Panel will judge whether the Entry is persuasive, memorable, and moving.

(c) PRIZES. With respect to each Category, subject to compliance with this Agreement, the Winner will be awarded a prize of: (i) a three (3)-day, two (2)-night trip for the Winner and a guest, provided that, if the Winner is a minor under eighteen (18) years of age, the Winner's guest shall be the Winner's parent or legal guardian, or a responsible adult that is expressly designated by the Winner's parent or legal guardian, to New York City, NY to attend a media event in connection with the Contest including: round trip coach class airfare from a major gateway airport near Winner's residence, as selected by Sponsor; ground transportation to and from airport/hotel; hotel accommodations, as selected by Sponsor for two (2) nights (air transportation will be provided only if Winner resides more than one hundred (100) miles from New York, NY); and (ii) five hundred dollars (\$500). For the purposes of the Agreement, "Prize" means, collectively, the Winner Prize and any prizes that Sponsor, in its discretion, awards to Runners-Up. The parent or legal guardian, or the adult that is expressly designated by the Winner's parent or legal guardian, must be available to accompany any Winner who is under eighteen (18) years of age throughout the trip. The Winner's guest will be required to complete separate documents and releases prior to trip, or such guest will not be permitted to travel. Trip must be taken on the dates specified by Sponsor, and each Winner and his or her respective guest must travel together on the same itinerary. If the Potential Winner of either Category is unable or unavailable to travel on the dates specified, the Winner Prize will be forfeited and awarded to the next runner-up. Winner and guest must have valid ID in order to travel. All terms and conditions associated with airline tickets or other forms of transportation apply. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, programmed or similar methods of participation will void all such submissions by such methods. Sponsor is not responsible for any typographical or other errors in the offering or announcement of Prizes, in this Agreement or any related documentation (such as a "FAQ" or a description of the Contest), or in the administration of the Contest, or any inaccurate or incorrect data contained on the Sponsors' websites or materials discussing or promoting the Contest, any personal injury or property damage or losses of any kind which may be sustained to Participant's or any other person's computer equipment resulting from participation in the Contest, or use of or download of any information from the Sponsors' websites or other websites discussing or promoting the Contest. All other costs associated with the trip are the responsibility of the Winner. Total ARV of Prizes: \$2500. Actual retail value of the Winner Prizes may vary based on Winner's point of departure and existing rates at time of travel. All taxes (including, without limitation, federal, state, and local taxes) on or in connection with any Prize, and the reporting consequences thereof, are the sole and exclusive responsibility of Winner and the Runners-Up and their respective parents or legal guardians.



If any Winner or any Runner-Up is under eighteen (18) years of age, the applicable Prize will be awarded on such Winner's or such Runner-Up's behalf to such Winner's or such Runner-Up's parent or legal guardian, who must execute any releases and other documentation required by Sponsor. The Prizes are nontransferable and non-refundable, and no substitution of any Prize will be permitted. Prizes may not be endorsed, transferred, substituted or redeemed for cash, except at the Sponsor's sole discretion. Specifics of the Prize are in Sponsor's sole discretion. If any Prize is unavailable, a substitute prize of greater or equal value may be awarded. The Winners and the Runners-Up may also be offered opportunities for additional public appearances, media training and opportunities for press coverage. By accepting a Prize, the Winners agree to participate in and/or cooperate with media interviews, public or other promotional events and any other activities related to the Contest as reasonably requested by Sponsor, without additional compensation, except where prohibited by law.

8. LIMITATIONS OF LIABILITY: By entering this Contest, each Participant represents and warrants that he or she is not prohibited from participating in this Contest by any applicable law, statute, regulation, or authority. No responsibility or liability is assumed by Sponsor for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the email address or facsimile number to which Entries may be sent: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled, faulty, incomplete or illegible data transmissions; failure of any transmissions to be sent to or received; difficulties in opening attachments; lost, late, delayed or intercepted transmissions; incorrect or inaccurate capture of Entry or other information; or unauthorized human or non-human intervention of the operation of the Contest, including without limitation unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest. Sponsor also is not responsible for any lost, late, incomplete, illegible, damaged Or misdirected Entries submitted or any delay, loss or damage by communication systems.

WITHOUT LIMITING THE FOREGOING, THE CONTEST, THE PRIZES, AND ALL MATERIALS THAT ARE PART OF OR RELATED TO THE CONTEST ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES; CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS OR RESTRICTIONS. IN NO EVENT WILL THE CONTEST ENTITIES (AS DEFINED BELOW) BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF THE CONTEST OR THE ENTRIES, EVEN IF A CONTEST ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE CONTEST ENTITIES AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE CONTEST OR THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED YOUR COSTS (IF ANY) OF ENTERING THE CONTEST.



Sponsor does not make any, and hereby disclaims any and all, representations or warranties of any kind regarding any Prize, including without limitation any representations or warranties concerning fitness for a particular purpose or potential results. All Participants, on behalf of themselves, their executors, employers or companies, heirs and assigns, by submitting an Entry and/ or accepting a Prize, agree to release Sponsor, Prize providers, and all officers, employees, agents, affiliates and partners of such entities, from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons or property which may be sustained in connection with the receipt, use or misuse of or any actions undertaken using any Prize, or while preparing for, participating in, or any activity in connection with the Contest or otherwise.

- 9. RELEASE AND INDEMNIFICATION: BY ENTERING THE CONTEST, YOU RELEASE AND HOLDNYLPI, NCRCR, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, EACH OF THEIR RESPECTIVE EMPLOYEES, AFFILIATES, AND AGENTS, AND THE MEMBERS OF THE PANEL (COLLECTIVELY, THE "CONTEST ENTITIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ("LOSSES") ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM: (A) YOUR PARTICIPATION IN THE CONTEST OR ANY CONTEST-RELATED ACTIVITY; (B) ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE; (C) ANY BREACH BY YOU OF ANY COVENANT, REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT; (D) ANY CLAIM BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; OR (E) ANY CLAIM THAT YOUR ENTRY OR THE USE THEREOF BY ANY CONTEST ENTITY INFRINGES UPON OR VIOLATES THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF ANY THIRD PARTY OR CAUSES ANY DAMAGE TO A THIRD PARTY (INCLUDING WITHOUT LIMITATION CLAIMS OF PAST, PRESENT OR FUTURE INFRINGEMENT, MISAPPROPRIATION, LIBEL, DEFAMATION, INVASION OF PRIVACY OR RIGHT OF PUBLICITY OR VIOLATION OF ANY RIGHTS RELATED TO THE FOREGOING).
- 10. MODIFICATION: Sponsor reserves the right, at its sole discretion, to modify, postpone, clarify, delay, suspend and/or terminate this Contest in whole or in part if the Contest is not capable of running as planned or intended by reason of any technical, disabling, human or other causes or events that, in the sole discretion of Sponsor, impair, corrupt or interrupt the administration, fairness, security or integrity or proper conduct of the Contest, including without limitation, fire, flood, natural disaster, explosion, labor dispute or strike, act of God or public enemy, terrorist threat or activity or insurrection. In such event, Sponsor may, in its sole discretion: (a) postpone and/or reschedule and/or modify the Contest, or (b) terminate the Contest in its entirety. In the event of postponement, rescheduling or modification of the Contest, a notice to such effect will be posted online. In the event of cancellation or termination of the Contest, a notice to such effect will be posted online, and Sponsor shall have no further liability to any Participant in connection with the Contest, including without limitation, in connection with judging and/or awarding Prizes for submitted Entries. In no event will Sponsor be obligated to award more Prizes than the number of Prizes stated in this Agreement. Sponsor reserves the right to terminate this Contest or to modify any rules as necessary for any reason or as required by applicable law.



11. **DISPUTES**: This contest is governed under the laws of the United States and the State of New York, without respect to conflict of law doctrines. As a condition of participating in this Contest, Participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Agreement and/or this Contest shall be resolved individually, without resort to any form of class action, exclusively before a federal or state court located in the City of New York, having jurisdiction. Further, in any such dispute, under no circumstances will Participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental or consequential damages (including reasonably attorneys' fees), other than Participant's actual out-of-pocket expenses (*i.e.*, costs associated with entering this Contest), and Participant further waives all rights to have damages multiplied or increased. Without limitation, Participant agrees that a printed version of this Agreement will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

12.CONDITIONS OF PARTICIPATION: All Participants agree to be bound by this Agreement and the decisions of Sponsor, whose decisions in all aspects of this Contest shall be final and binding. Sponsor may, at its sole discretion, disqualify a Participant from participating in any aspect of the Contest, if Sponsor deems or suspects that such person has engaged in or has attempted to engage in any of the following: (a) acting in violation of this Agreement; (b) submitting an Entry that the Participant has not personally authored (submitting someone else's work); (c) damaging, tampering with or corrupting the operation of the Contest; (d) acting with intent to annoy, harass or abuse any other person; (e) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (g) activity deemed in the sole discretion of Sponsor and its agents to be generally inconsistent with the intended operation of the Contest. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THEFULLEST EXTENT OF THE LAW.

**13. PRIVACY:** Except as otherwise provided in this Agreement, Participant's personal information submitted to Sponsor in the Entry process will be treated in accordance with Sponsor's Privacy Policy posted on the NYLPI website at <a href="http://nylpi.org/privacy.html">http://nylpi.org/privacy.html</a> and may be used by Sponsor to send email updates to Participants. Participants may elect to opt out of receiving such updates at any time.



- **14.** <u>WINNERS LIST</u>: For information on the Winning Entries (available after June 1, 2010), please send a self addressed stamped envelope to: ATTN Entry Contest, National Campaign to Restore Civil Rights, 151 W. 30th Street, 11th Floor, NY, NY 10001. Queries must be postmarked no later than **April 27, 2010**. Winning Entries will be posted on <a href="http://www.rollbackcampaign.org/contest2010">http://www.rollbackcampaign.org/contest2010</a> on or around June 1,2010.
- **15. INTERPRETATION**: In the event of any conflict between any information provided on Sponsor's or a third party's website or provided by any entity other than Sponsor, on the one hand, and this Agreement, on the other hand, this Agreement shall govern.
- **16. SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other term hereof, and this Agreement will be interpreted and construed as if such term, solely to the extent such term will have been held to be invalid or unenforceable, had never been contained herein. In addition, if any provision of this Agreement is for any reason held to be excessively broad as to duration, geographical scope, activity or subject, such provision will be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law.
- **17. ASSIGNMENT:** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you or any Participant, but may be transferred or assigned by Sponsor without restriction.