

**Official Rules and Submission Agreement for
Kids Speakout: Diversity in Our Schools Essay Writing Contest**

Kids Speakout: Diversity in our Schools Essay Writing Contest (the "Contest") is operated 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, with prizes sponsored by The National Campaign to Restore Civil Rights ("NCRCR"). The Contest begins on January 18, 2007 at 12:01:00 a.m. Eastern Time (ET), and ends on March 30, 2007 at 5:00:00 p.m. ET (such period, the "Contest Period").

- 1. ACCEPTANCE OF TERMS.** This Official Rules and Submission Agreement (the "Official Rules and Submission Agreement") is made between you and NYLPI. You must have your parent or guardian review and agree to this Official Rules and Submission Agreement. BY SUBMITTING YOUR SUBMISSION MATERIALS (AS DEFINED BELOW) TO THE CONTEST, YOU REPRESENT AND WARRANT THAT BOTH YOU AND YOUR PARENT OR LEGAL GUARDIAN HAVE AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS OFFICIAL RULES AND SUBMISSION AGREEMENT ON YOUR BEHALF. **IF YOU OR YOUR PARENT OR LEGAL GUARDIAN DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS OFFICIAL RULES AND SUBMISSION AGREEMENT ON YOUR BEHALF, PLEASE DO NOT PROVIDE ANY SUBMISSION MATERIALS TO NYLPI AND DO NOT PARTICIPATE IN THE CONTEST.**

Additionally, by submitting your Submission Materials to the Contest, you agree to accept and be bound by all decisions of NYLPI and its designee(s) (which decisions shall be final and binding in all respects), including without limitation, decisions regarding eligibility, selection of Runners-Up and the Winner (each, as defined below), and the interpretation of the terms and conditions of this Official Rules and Submission Agreement.

- 2. ELIGIBILITY.** VOID OUTSIDE OF THE ELIGIBILITY AREA (DEFINED BELOW) AND WHERE OTHERWISE PROHIBITED BY LAW. Participation in this Contest is open to any individual who, as of the beginning of the Contest Period: (a) lawfully resides in one of the fifty (50) United States or the District of Columbia (excluding Arizona, Colorado, and Oklahoma, and excluding Guam, Puerto Rico, and all other U.S. and foreign territories and possessions) (the "Eligibility Area"); and (b) is twelve (12) years of age or older, but under eighteen (18) years of age. Employees of NYLPI, its affiliated entities and advertising and promotional agencies, and NCRCR, and the immediate family members of and persons domiciled with any such employees, are not eligible to enter the Contest.

3. HOW TO ENTER.

- a. ENTRY.** NO PAYMENT OR FEE IS NECESSARY TO ENTER THE CONTEST OR WIN ANY PRIZE. To enter the Contest:

- (1) Review the entry form (the "Entry Form"), as well as this Official Rules and Submission Agreement, both of which are available from the applicable link on the following website: <http://www.rollbackcampaign.org/>.
- (2) If you will be entering the Contest by mail or facsimile, print the Entry Form, fill it out completely in accordance with its instructions (including by indicating your acceptance to this Official Rules and Submission Agreement), and date it. If you will be entering the Contest by email, copy the entry form into your word processor or text editor, fill it out completely in accordance with its instructions (including by

indicating your acceptance to this Official Rules and Submission Agreement), and date it.

- (3) Submit the completed and dated Entry Form, along with all required submission materials described in the Entry Form (such materials along with your Entry Form are referred to collectively herein as your "Submission Materials"), to NYLPI as follows:

- i. **By Mail:** Send your Submission Materials by first class United States mail (postage prepaid) or nationally-recognized courier to: **ATTN — Essay Contest, National Campaign to Restore Civil Rights, 151 West 30th Street, 11th Floor, New York, NY 10001**. All Submission Materials must be submitted to NYLPI in the same envelope or package.
- ii. **By Facsimile:** Send your Submission Materials by facsimile to **(212) 244-4570**, with a cover sheet that clearly states "**ATTN: NCRCR.**" All Submission Materials must be submitted to NYLPI as part of the same facsimile transmission.
- iii. **By Email:** Attach your Submission Materials to an email message and send the email to **rollback@nylpi.org**. All Submission Materials must be submitted to NYLPI in the same email message.

- b. **SUBMISSION MATERIALS.** Submission Materials must be received by NYLPI as described in Section 3(a) above no later than the end of the Contest Period in order to be eligible for the Contest. Submission Materials that violate or are submitted in violation of this Official Rules and Submission Agreement; that are received in whole or in part after the end of the Contest Period; that are not received as part of the same envelope, package, or transmission (for example, an Entry Form submitted in a separate envelope, facsimile, or email message from the required essay), or that are incomplete, illegible, corrupted, or damaged, will be discarded and deemed to be **VOID**.

- c. **ENTRY GUIDELINES AND RESTRICTIONS.** You may enter the Contest only once. No changes to any Submission Materials will be permitted once such Submission Materials have been submitted. Receipt of Submission Materials will not be acknowledged.

4. **ADDITIONAL FORMS.** In order to participate in the Contest, you may be required to sign consent forms and/or releases in connection with your entry and Submission Materials, as well as to have your parent or legal guardian sign such consent forms and/or releases and agree to this Official Rules and Submission Agreement on your behalf. You agree that upon NYLPI's request, you will comply with the foregoing.

5. RUNNERS-UP, WINNER, AND PRIZES.

- a. **SELECTING RUNNERS-UP AND THE WINNER.** A panel of five (5) judges (the "Panel") will review eligible entries and, based on the criteria set forth in Section 5(b) below (the "Criteria"), will select from the pool of all eligible entrants the top four (4) entries, three (3) of which the Panel will deem to be potential runners-up and one (1) of which the Panel will deem to be the potential winner (such three (3) potential runners-up, the "Potential Runners Up" and such one (1) potential winner, the "Potential Winner"). The Potential Runners-Up and the Potential Winner will be notified on or about Monday, April 16, 2007.

Without limiting Section 4 above, NYLPI may, in its sole discretion, contact the 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 to have such individual's parent or legal guardian sign such consent forms and/or releases on such individual's behalf and affirm such individual's agreement to this Official Rules and Submission Agreement. In the event that the Potential Winner or any Potential Runner-Up is unable to comply with the foregoing, elects to end his or her participation in the Contest, is unable to participate further in the Contest for any reason, or is, in NYLPI's discretion, deemed to be ineligible to participate further in the Contest for any reason, NYLPI reserves the right to replace the Potential Winner or such Potential Runner-Up with an alternate entrant; provided that such alternate entrant will be subject to the terms and conditions of this Section 5. After the Potential Winner and all three (3) Potential Runners-Up have been finally determined by NYLPI to be eligible to continue to participate in the Contest (such Potential Winner, the "Winner" and such three (3) Potential Runners-Up, the "Runners-Up"), the Winner and the Runners-Up will be awarded prizes as set forth in Section 5(c) below. Odds of being selected as a Runner-Up or the Winner depend on the number of eligible entries received.

b. JUDGING CRITERIA. The Panel will judge all entries according to the criteria listed below, each in light of the age and grade level of each participant:

- (1) **UNDERSTANDING OF THE ISSUE.** An outstanding entry will demonstrate that the entrant understands the topic and how it relates to his or her life, school, and community. The entry should present a clear central topic.
- (2) **ORIGINALITY.** The Panel expects entrants not to simply repeat the ideas they hear from other sources — entries should display the entrant's ability to thoughtfully construct an argument and develop his or her own ideas.
- (3) **CLARITY AND EFFECTIVENESS OF STYLE AND ORGANIZATION.** Entries should be grammatically correct and accurate in terms of spelling and word usage. Entries should present information in a clear and logical manner.
- (4) **ADHERENCE TO FORMAT AND LENGTH RULES.** Entries must be no longer than five hundred (500) words. Entries must be typed or written in legible handwriting.

c. PRIZES. The Winner will be awarded a prize of five hundred dollars (\$500.00), and each of the three (3) Runners-Up will be awarded a prize consisting of a gift certificate for books in the value of one hundred dollars (\$100) (such prizes, collectively, the "Prizes"). Total ARV of Prizes: \$800. 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. The Prizes are nontransferable and non-refundable, and no substitution of any Prize will be permitted. 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 publicity.

6. LICENSE TO SUBMISSION MATERIALS. For clarity, you will retain ownership of the copyright in your Submission Materials. However, please note that NYLPI will retain the physical or digital copy of the Submission Materials that you provide to NYLPI, and that such copy of your Submission Materials will not be returned to you. By submitting your Submission Materials, you grant to NYLPI a non-exclusive, world-wide, royalty free, fully paid-up, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) license, without additional consideration

to you or any third party, to: (a) reproduce, distribute, transmit, perform and display (publicly or otherwise) and otherwise use and exploit (and have others exercise such rights on behalf of NYLPI, through multiple tiers) your Submission Materials, any ideas accompanying, related to, or embodied in your Submission Materials, and any materials embodying, incorporating, or derived from your Submission Materials, in any format or media now known or hereafter developed (including without limitation Internet, cable, satellite, and wireless media); (b) adapt (including edit, modify, translate, and reformat) your Submission Materials, create derivative works from your Submission Materials, and incorporate your Submission Materials into other works or into NYLPI's or its designees' products or services; (c) rate, review, evaluate, and judge your Submission Materials; (d) use your name and biographical information as news or information and for advertising or promotional purposes, whether or not in connection with your Submission Materials; (e) use your Submission Materials for the purpose of promoting the Contest and for any other advertising or promotional purposes; and (f) exercise all other copyright, trademark, publicity and other proprietary rights with regard to your Submission Materials. Additionally, you hereby waive any and all rights that you may have under any laws or statutes worldwide that concern "moral rights" or "*droit moral*" in connection with your Submission Materials. This Section 6 shall survive any termination or expiration of this Official Rules and Submission Agreement for any reason. IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS SECTION 6, PLEASE DO NOT PROVIDE ANY SUBMISSION MATERIALS AND DO NOT PARTICIPATE IN THE CONTEST.

7. **CONSIDERATION.** You acknowledge that you have received good and valuable consideration in exchange for the rights granted by you hereunder in and to the Submission Materials, including without limitation the opportunity to win one of the Prizes and the possibility that publicity or favorable exposure may arise from use of the Submission Materials. You acknowledge and agree that you are not entitled to any further compensation for any use or other exploitation of the Submission Materials by NYLPI or any other party, including without limitation any Contest Entity (as defined below).
8. **DISQUALIFICATION/INELIGIBILITY.** Without limiting any other provision of this Official Rules and Submission Agreement, NYLPI reserves the right, at any time and in its sole discretion, to disqualify and/or deem ineligible to participate in the Contest any individual it suspects: to be tampering with the entry process or the operation of the Contest; to be in violation of this Official Rules and Submission Agreement; to have failed to complete or submit any required or requested Submission Materials; to be acting in bad faith, or in a non-sportsmanlike or disruptive manner; or to be annoying, abusing, threatening, or harassing any other person in connection with the Contest. Furthermore, NYLPI reserves the right, in its sole discretion, to disregard and/or deem **VOID** any or all of such entrant's Submission Materials. ANY ATTEMPT TO DAMAGE, TAMPER WITH, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THIS OFFICIAL RULES AND SUBMISSION AGREEMENT AS WELL AS APPLICABLE LAWS, RULES AND REGULATIONS. SHOULD NYLPI BELIEVE OR BECOME AWARE OF SUCH AN ATTEMPT, NYLPI RESERVES THE RIGHT TO DISQUALIFY ANY ENTRANT(S) THAT NYLPI DEEMS TO BE INVOLVED AND TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.
9. **WAIVER.** To the maximum extent permitted by law, you hereby agree to forever release, discharge, and waive all claims against each of the Contest Entities from, and covenant not to initiate, file, maintain, or proceed upon any suit, claim, demand, or cause of action against any Contest Entity with respect to, any Losses (as defined below) that relate in any way to this Official Rules and Submission Agreement or to the Submission Materials, including without limitation any claim for idea

misappropriation. This Section 9 shall survive any termination or expiration of this Official Rules and Submission Agreement for any reason.

10. REPRESENTATIONS AND WARRANTIES.

- a.** You represent and warrant that: (i) all information that you provide in connection with the Contest is and will remain true, accurate, and complete; (ii) you have the legal right and authority to agree to and be bound by this Official Rules and Submission Agreement; (iii) you have complied and will comply with this Official Rules and Submission Agreement; (iv) the Submission Materials are your original, sole work and are owned solely by you; (v) you have the right to grant all rights and licenses granted hereunder in the Submission Materials; (vi) the Submission Materials, and the use thereof by the Contest Entities and their respective designees, do not and shall not infringe upon or violate any patent, copyright, trademark, trade secret, or other intellectual property rights or other rights of any third party; (vii) the Submission Materials are not confidential and do not contain any confidential information or any personally identifying information or other personal or identifying information about any individual other than you; and (viii) in creating the Submission Materials, preparing them for the Contest, entering the Contest, and submitting your Submission Materials to the Contest, you (A) have complied and will comply with all applicable laws, rules, and regulations and (B) have not violated and will not violate any agreement or understanding by which you are explicitly or implicitly bound (including without limitation any agreement with any third party).
- b.** You represent and warrant that your Submission Materials do not and shall not contain any material that, in NYLPI's sole discretion: (i) constitutes an impersonation by you of any person or entity, or falsely states or otherwise misrepresents your affiliation with any person or entity, without such person or entity's prior written consent; (ii) 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 explicit sexual themes; (iii) encourages conduct that could be considered a criminal offense, could give rise to criminal civil liability, or could violate any law, or that could otherwise be considered inappropriate; (iv) constitutes a virus, worm, Trojan horse, easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, the Contest, or any hardware, software, or equipment; (v) constitutes any advertising, promotional material, or other form of solicitation; or (vi) constitutes any material, non-public information about a company.
- c.** NYLPI 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 the Submission Materials have been obtained. NYLPI reserves the right to disqualify you from the Contest, and to refuse or reject your Submission Materials, if NYLPI 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 NYLPI in any verification or inquiries related to the foregoing.
- d.** This Section 10 shall survive any termination or expiration of this Official Rules and Submission Agreement for any reason.

11. RELEASE AND INDEMNIFICATION. BY ENTERING THE CONTEST, YOU RELEASE AND HOLD NYLPI, NCR CR, 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 OFFICIAL RULES AND SUBMISSION AGREEMENT; (D) ANY CLAIM BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; OR (E) ANY CLAIM THAT YOUR SUBMISSION MATERIALS OR THE USE THEREOF BY ANY CONTEST ENTITY INFRINGES UPON OR VIOLATES THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF ANY THIRD PARTY OR CAUSED ANY DAMAGE TO A THIRD PARTY (INCLUDING WITHOUT LIMITATION PAST, PRESENT OR FUTURE INFRINGEMENT, MISAPPROPRIATION, LIBEL, DEFAMATION, INVASION OF PRIVACY OR RIGHT OF PUBLICITY OR VIOLATION OF ANY RIGHTS RELATED TO THE FOREGOING).

12. DISCLAIMERS; LIMITATION OF LIABILITY. The Contest Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning the Contest, any Prize, or any other information, materials, or prizes furnished or made available in connection with the Contest. No responsibility is assumed by the Contest Entities for lost, late, incomplete, stolen, misdirected, mutilated, postage-due, illegible, unreadable, inaccurate, incorrect, inaccessible, damaged, corrupted, or unusable Submission Materials. Although NYLPI attempts to ensure the integrity of the Contest, the Contest Entities are not responsible for the actions of entrants or other individuals in connection with the Contest, including entrants' or other individuals' attempts to circumvent this Official Rules and Submission Agreement or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. If, for any reason, the Contest is not capable of running as planned due to causes which, in the sole opinion of NYLPI, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, NYLPI reserves the right in its sole discretion to modify this Official Rules and Submission Agreement and/or to cancel, terminate, reschedule, modify, or suspend all or any part of the Contest. IN NO EVENT WILL THE CONTEST ENTITIES 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 SUBMISSION MATERIALS, EVEN IF A CONTEST ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, THE CONTEST, THE PRIZES, AND ALL MATERIALS PROVIDED CONCERNING THE CONTEST ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. IN NO EVENT SHALL THE CONTEST ENTITIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE CONTEST OR THIS OFFICIAL RULES AND SUBMISSION AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED YOUR COSTS OF ENTERING THE CONTEST.

13. MISCELLANEOUS.

- a. **GOVERNING LAW.** The Contest is governed by, and this Official Rules and Submission Agreement and the Entry Form are governed by and shall be construed in accordance with, the laws of the State of New York, United States of America, without regards to its principles

of conflicts of law. You agree to personal jurisdiction by the federal and state courts located in the County of New York in the State of New York, United States of America with respect to any dispute arising out of or in connection with the Contest, this Official Rules and Submission Agreement, or your Submission Materials, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts. Without limitation, you agree that a printed version of this Official Rules and Submission Agreement will be admissible in judicial or administrative proceedings based upon or relating to this Official Rules and Submission Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

- b. WINNER INFORMATION.** For information concerning the Winner and/or the Runners-Up (available after April 16, 2007), please send a self-addressed stamped envelope to: ATTN — Essay Contest, National Campaign to Restore Civil Rights, 151 W. 30th Street, 11th Floor, NY, NY 10001. Queries must be postmarked no later than December 31, 2007.
- c. INTERPRETATION.** In the event of any conflict between any information provided on NYLPI's or a third party's web site or provided by any entity other than NYLPI, on the one hand, and this Official Rules and Submission Agreement and the Entry Form, on the other hand, this Official Rules and Submission Agreement and the Entry Form shall govern. Additionally, in the event of a conflict between this Official Rules and Submission Agreement and the Entry Form, this Official Rules and Submission Agreement shall govern.
- d. SEVERABILITY.** If any provision of this Official Rules and Submission Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other term hereof, and this Official Rules and Submission 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 Official Rules and Submission 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.
- e. ASSIGNMENT.** This Official Rules and Submission Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be transferred or assigned by NYLPI without restriction.