

CreativeLive Poster Design Instagram #SpotColorCinema Contest

OFFICIAL RULES

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, D.C. AND CANADA WHO AT THE TIME OF ENTRY ARE AGE 18 OR OLDER AND OF THE LEGAL AGE OF MAJORITY. NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

- 1. ELIGIBILITY:** The **CreativeLive Poster Design Instagram #SpotColorCinema** Contest (the “Contest”) is open only to legal residents of the fifty (50) United States, the District of Columbia, and Canada who as of the date of entry are eighteen (18) years of age or older and of the legal age of majority in the jurisdiction in which the entrant resides. Current employees of CreativeLive, Inc. (“Sponsor”) or any of Sponsor’s parent companies, subsidiaries, affiliates or advertising, promotion and Internet agencies, and members of the immediate family or household of any such employee, are not eligible. U.S. and Canadian law govern this Contest. Void where prohibited by law.
- 2. HOW TO ENTER:** The entry period for the Contest begins at 9:00 a.m. Pacific Time (PT) on April 25, 2016 and ends at 11:59 p.m. PT on May 6, 2016 (the “Entry Period”). To enter the Contest, entrants must [1] follow @creativelivedesign on Instagram; [2] design a two (2) color poster (“Poster Design”) paying homage to one of their favorite movies using the skills learned from the Poster Design and Screen Printing Process with Mama Sauce course [found here: <https://www.creativelive.com/courses/design-and-the-screen-printing-process-mamas-sauce>]; and [3] upload a Photo of their Poster Design to Instagram with the hashtag #SpotColorCinema. Limit one (1) entry per person. The entrant’s Poster Design and Photo of Poster Design must comply with the terms and conditions of these Official Rules (including without limitation all guidelines contained in Section 3 below). Eligible entrants who submit an entry into the Contest in accordance with the above terms and conditions prior to the conclusion of the Entry Period will receive entry into the Contest.
- 3. POSTER DESIGN GUIDELINES:** The Poster Design and Photo of Poster Designs must be original and have been created solely by the entrant. In addition, each Photo must comply with the following guidelines: (a) the Poster Design and Photo of Poster Designs must not exhibit the entrant engaging in or otherwise promoting any illegal, violent, dangerous or discriminatory behavior or contain any material that is threatening, indecent, violent, obscene or offensive, or that promotes a political agenda; (b) the Poster Design and Photo of Poster Design must not include any brand name, trademark or logo of any entity (other than brand names, trademarks or logos associated with CreativeLive, Inc.); (c) the entrant must own the copyright in the Poster Design and Photo of Poster Design; (d) the Poster Design and Photo of Poster Design must not previously have been previously published or won any award; (e) the Poster Design and Photo of Poster Design must not contain any material that violates or infringes upon the rights of any third party, including without limitation any copyright, trademark or right of privacy or publicity, or that defames any person, or that is unlawful, in violation of or contrary to any applicable law or regulation, or whose use by the Licensees (as defined in Section 6) as permitted pursuant to Section 6 requires a license or permission from or payment to any third party; (f) if the Poster Design and Photo of Poster Design identifies, depicts or contains the voice of any person other than the entrant, the entrant must have prior to submission obtained written consent from such person (or his or her parent or legal guardian, if the person identified or depicted or whose voice is included is a minor) to the use by the Licensees of the Photo including such person’s name, image, voice and/or other identifying information, as applicable, as permitted pursuant to these Official Rules; and (g) the Poster Design and Photo of Poster Design must not contain any

material that Sponsor, in its sole discretion, deems inappropriate for public viewing and/or display. By uploading a Photo to Instagram and tagging it with the hashtag #SpotColorCinema, the entrant represents and warrants that he or she has complied with all of the foregoing requirements and has obtained all permissions, licenses and consents that are necessary for the submission of the Photo and the use of the Photo as permitted pursuant to Section 6 and to verify compliance with the foregoing requirements. The entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents. Sponsor reserves the right in its sole discretion to disqualify any Photo that Sponsor determines does not comply with these guidelines and/or to require or permit an entrant to make such changes to any Photo as are necessary to make it compliant.

4. **WINNER SELECTION AND NOTIFICATION:** Following the conclusion of the Entry Period, twenty-five (25) potential Contest prize winners will be selected by judges designated by Sponsor (the “Judges”) from among all eligible entries received during the Entry Period, by applying the following criteria to the entrant’s Poster Design, weighted as indicated: (a) Originality/Creativity (50%); (b) Demonstration of Technical Spot Color Skill (50%). In the event of a tie between any two Poster Designs, the Poster Design with the highest score in the “Originality/Creativity” category will be deemed the higher scoring entry. The odds of winning will depend on the number and quality of eligible entries received. The odds of winning will depend on the number of eligible entries received. The potential winners will be notified on or about May 13, 2016 by direct message on Instagram and/or e-mail, at Sponsor’s discretion. If the potential winner(s) cannot be reached within forty-eight (48) hours of the initial notification attempt, he or she may be disqualified and alternate potential winner(s) selected. The potential winner is subject to verification of eligibility and Sponsor will have the right, in its discretion to require that the entrant (i) submit proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification) and/or (ii) complete and return to Sponsor an Affidavit of Eligibility and Publicity/Liability Release (collectively, a “Declaration and Release” for residents of Canada), within forty eight (48) hours of attempted delivery of same. If any attempted notification or prize delivery is returned as undeliverable or if the potential winner fails to respond to any notification attempt and/or fails to complete, sign, and return any documentation required by Sponsor within the time period specified above, does not meet the eligibility requirements set forth in Section 1, or is not compliant with these Official Rules, the potential winner will be disqualified and an alternate winner selected.

5. **PRIZES:** Twenty-five (25) total Prize packages will be awarded as follows:

a. Twenty-two (22) winners will receive the “Prize” package which consists of the following:

Prize Description	Approximate Retail Value (“ <u>ARV</u> ”)
One (1) Signed Clark Orr Limited Edition Poster featured on the Course	USD \$40.00

b. Three (3) Grand Prize Finalist winners will receive the “Grand Prize Finalist” package which consists of the following:

Prize Description	Approximate Retail Value (“ARV”)
One (1) Signed Clark Orr Limited Edition Poster featured during the Course	USD \$40.00
Seventy-five Dollars (\$75.00)of CreativeLive course credit	USD \$75.00
Mama’s Sauce Swag Bag	USD \$30.00
French Paper Swag Bag	USD \$25.00
Clark Orr Swag Bag	USD \$15.00

- c. One (1) of the Grand Prize Finalists winners, in addition to the “Grand Prize Finalist” package, will also win the “Grand Prize” package, which consists of the following:

Prize Description	Approximate Retail Value (“ARV”)
One (1) hour Skype portfolio review with Vasco Morelli, Director of Creative Studio at CreativeLive	PRICELESS

Restrictions may apply. All prize details will be determined by Sponsor in its discretion. The aggregate ARV of the prize packages are as follows: the Prize package ARV is USD \$40.00; the Grand Prize Finalist package ARV is USD \$185.00; and the Grand Prize Package ARV is USD \$185.00 plus services in the form of a portfolio review. The exact value of each prize package will depend on market conditions at the time of prize fulfillment. Sponsor is not responsible for any cancellation or postponement of any of the activities that are expected to comprise part of the prize. In the event of cancellation or postponement of any prize-related activity, Sponsor’s only obligation will be to provide a substitute prize or prizes of equal or greater value selected by Sponsor in its discretion. The prize will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive the prize or any component thereof is permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize or prize component of equal or greater value selected by Sponsor in its discretion. The prize consists only of the items expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of the prize or any component thereof that are not expressly specified in these Official Rules as being part of the prize are the responsibility of the winner. Each component of the prize is awarded “as is” and without any warranty other than as required by law. FOR U.S. RESIDENTS: All federal, state and local taxes on the value of the prize are the responsibility of the winner.

6. **GRANT OF RIGHTS:** By entering the Contest, each entrant irrevocably grants Sponsor and its parent companies, subsidiaries and affiliates, and the agents and licensees of each of the foregoing (collectively, the “Licensees”) the right to use the entrant’s name, likeness, voice, and/or biographical information, in perpetuity, throughout the world, in all media and formats whether now or later known or developed, for commercial purposes and any other purposes (including, without limitation, advertising and promotion), without further compensation, unless prohibited by law. In addition, by entering the Contest and submitting a Photo, each entrant

irrevocably grants the Licensees a non-exclusive license to publish, display, reproduce, modify, edit, create derivative works based on and otherwise use the entrant's Photo, in whole or in part, in perpetuity, throughout the world, in all media and formats whether now or later known or developed (including without limitation on Sponsor's websites and social media channels), for commercial purposes and any other purposes (including, without limitation, advertising and promotion), without further compensation, unless prohibited by law.

7. **RELEASE AND LIMITATION OF LIABILITY:** The Licensees and all other companies involved in the development or operation of the Contest or the provision of the prize or any component thereof, and the successors and assigns of each of the foregoing, and the officers, directors, employees and agents of each of the foregoing (collectively, the "Released Parties") are not responsible for, and will have no liability for, (a) late, lost, delayed, illegible, damaged, corrupted, postage-due or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human or technical errors of any kind relating to the operation of the Website, communications or attempted communications with any entrant, the submission, collection, storage or processing of entries or the administration of the Contest, (b) any "act of god" or other force majeure event outside of Sponsor's control that may cause any postponement or cancellation of any prize-related activity or any component of the prize, (c) undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail or (d) any damage to any computer system resulting from participation in or accessing or downloading information in connection with the Contest. By entering, each entrant releases and agrees to hold each of the Released Parties harmless from and against any and all claims and liabilities of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Contest, participation in the Contest, the acceptance, receipt or use of the prize or any component thereof (including without limitation any participation in or travel to any prize-related activity) and/or any use of the entrant's name, likeness, voice and/or biographical information and/or any Photo, including without limitation all claims and liabilities based on any personal injury, property damage or loss or death or any violation of the right of publicity or privacy or infringement of copyright. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Contest or the acceptance, receipt or use of the prize or any component thereof (including without limitation any participation in or travel to any prize-related activity). The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. In no event will more than one (1) Contest Prize be awarded.
8. **GENERAL RULES:** All entries become the property of Sponsor and will not be verified or returned. By participating in the Contest, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Contest any individual who, in Sponsor's sole discretion, Sponsor determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrants or any representative of Sponsor, or (iii) has attempted or intends to attempt any of the foregoing.

The use of automated devices, programs or methods to submit entries is prohibited and Sponsor reserves the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an automated device, program or method. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bugs, entrant fraud or misconduct, or other cause beyond the control of the Sponsor corrupt the administration, integrity, security or proper operation thereof, or for any other reason as determined by Sponsor. In the event of a dispute regarding the identity of an entrant, the entry will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry (i.e., the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address). Proof of submission does not constitute proof of entry. Entry times will be determined using Sponsor's computer, which will be the official clock for the Contest. Normal time rates and/or data rates (as applicable), if any, charged by the entrant's internet or mobile service provider will apply. In the event of termination of the Contest, a notice will be posted online and the Judges will select the winner in accordance with Section 4 from among all eligible entries received prior to the time of termination. All federal, state, provincial/territorial and local laws and regulations apply. By entering the Contest, each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest or the prize shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and by entering each entrant waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of Washington without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Washington. Any legal proceedings arising out of the Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of Washington, King County, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules.

9. **USE OF INFORMATION:** Sponsor and/or its agents or contractors will collect personal information regarding Contest entrants, which will be subject to Sponsor's privacy policy available at <https://www.creativelive.com/privacy>. By entering the Contest, each entrant agrees that information submitted in connection therewith may be used as permitted pursuant to such Privacy Policy and may also be used in connection with the administration of the Contest.
10. **WINNER'S NAME AND RULES REQUESTS:** For the names of the winners, available after May 13, 2016, or a copy of these Official Rules, send a self-addressed, stamped envelope to: Poster Design Contest, c/o CreativeLive, Inc., 757 Thomas St. Seattle, Washington 98109.
11. **SPONSOR:** CreativeLive, Inc., Seattle, Washington.