

TEXAS PUBLIC RADIO
2017 T-Shirt Design Contest Official Rules

NO PURCHASE NECESSARY. OPEN TO LEGAL RESIDENTS OF THE FIFTY STATES AND D.C., AGE 18 OR OVER. VOID WHERE PROHIBITED.

1. CONTEST Sponsor. The 2017 T-Shirt Design Contest ("the Contest") is sponsored by Texas Public Radio ("Sponsor").

2. HOW TO ENTER. The Contest begins at 12:00 a.m. Central Time on February 1, 2017, and entries must be received by 11:59 p.m. Central Time on March 1, 2017. To enter, go to www.tpr.org/2017artiststshirt and click on the link "Send Us Your Original Design." Fill out the personal information form and upload your entry following the online instructions. Only one (1) entry per person. If you attempt to submit more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods, all of your entries may be disqualified. There is no fee to submit an entry. By submitting an entry to the Contest, each person entering ("Entrant") agrees to comply with and be bound by these Official Rules and acknowledges that the decisions of the Sponsor shall be final and binding in all matters relating to the Contest.

3. QUALIFIED ENTRIES. To be qualified for the Contest, an entry must include only one (1) original t-shirt design (each, a "Design"). The Design should be inspired by and reflect the service, character and values of Texas Public Radio.

In addition, the Design must (a) be wholly the original work of the Entrant, designed solely by the Entrant; (b) not be copied from any other source; (c) not have been previously licensed or otherwise distributed or disseminated in any media or format; (d) not be in the public domain; (e) not be in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity; and (f) not include any language or other content that is indecent, inappropriate, morally objectionable or otherwise unfit for dissemination or broadcast, as determined by the Sponsor in its sole discretion. Entries not satisfying these criteria in any respect will be disqualified. If the Sponsor, in its sole discretion, has reason to believe that any entry contains any material that may infringe or violate any law or any rights of a third party, or that the use or broadcast of such entry in the manner described herein may infringe or violate any law or any rights of a third party, the Sponsor may immediately disqualify such entry and take any other measures the Sponsor may deem appropriate.

4. ELIGIBILITY. The Contest is open only to individual legal residents of the fifty United States, the District of Columbia and Puerto Rico who are age 18 and over. Any individuals who have, within six (6) months prior to the start date of the Contest, been employed by or performed services (including but not limited to as employees, consultants, independent contractors or

interns) for Sponsor or any of its subsidiaries, affiliated or successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. The Sponsor reserves the right to verify and confirm Entrants' ages and compliance with other eligibility requirements. Entrants may be required to submit further information to assist in the verification of eligibility.

5. **WINNER SELECTION.** Judging will commence at the time the Contest begins and continue until all entries submitted prior to the Contest end time have been reviewed. The Contest judge(s) shall be Joyce D. Slocum and/or such other person(s) as may be selected by the Sponsor from time to time in its sole discretion (the "Judge"). The Judge will select one (1) Contest Winner, based on the following criteria, weighted equally: (a) originality; (b) creativity; and (c) overall quality of design. In the event of a tie, tied entries will be re-judged based solely on the criteria of overall quality of design. The Contest Winner will be notified on or about March 10, 2017. The Contest Winner will be required to sign and return within five (5) business days of receipt a notarized Affidavit of Eligibility and any other documents that Sponsor may reasonably require. If the Contest Winner does not reply to any notification within forty-eight (48) hours, or fails to return any required documentation within five (5) business days of delivery to the Contest Winner, such Contest Winner may, in the sole discretion of Sponsor, be disqualified and an alternate Contest Winner may be selected.

6. **PRIZE.** One (1) Contest Winner will be interviewed on-air, have his/her design featured on the tpr.org website, and receive 10 t-shirts featuring the Design (total approximate value - \$100.00). No substitution, cash redemption or transfer of right to receive prizes is permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize of equal or greater value. Prize consists only of items expressly specified in these Official Rules.

7. **GRANT OF RIGHTS.** By submitting a Design, each Entrant shall and hereby does assign all rights, including but not limited to copyrights and other intellectual property rights, and title in such Design to Sponsor. Sponsor has exclusive rights to reproduce and use Designs, all of which become the property of the Sponsor and none of which will be returned or acknowledged except as provided herein. Entrant irrevocably agrees that if he/she is the Contest Winner, he/she will execute whatever assignment of copyright and ancillary and confirmatory documents as may be required or appropriate to transfer exclusive title in the Design and any copyright in it to Sponsor. Entrant shall execute all documents and do all things necessary or proper to give full effect to the provisions of this section. Failure to do so may result in disqualification.

8. **ENTRANT REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND RELEASE.** By entering, each Entrant represents and warrants to the Sponsor that his/her entry is (a) completely the original work of the entrant and was designed solely by the entrant, (b) not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format, (c) not in the public domain, and (d) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or

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

9. **RELEASE OF CLAIMS.** Each Entrant acknowledges that the Sponsor engages and has engaged in the developing, writing, acquiring, producing, publishing, disseminating and/or broadcasting of literary, artistic, and other material, including stories, ideas, themes, plots, titles, treatments, designs, formats, and concepts (collectively, the "Materials"). By submitting an entry in the Contest, each Entrant acknowledges and agrees that any Materials that the Sponsor may hereafter use or exploit may have originated with the Sponsor or may have been acquired from the Sponsor's employees or other parties, and that such Materials may duplicate, parallel or resemble the Design submitted in the Contest by the Entrant. By submitting an entry, each Entrant acknowledges that he or she understands and agrees that the Sponsor's use of Materials containing features, ideas, material and/or elements similar to or identical with those contained in their Design shall not entitle the entrant to any compensation whatsoever. As an inducement to Sponsor to accept the Entrant's Design into the Contest, each Entrant hereby waives any claim or right of action against any of the Sponsor or their successors in connection with the Sponsor's use of any Materials (or any portions thereof) whether or not such Materials contain any features, ideas, material and/or elements similar or identical to those contained in an Entrant's Design.

10. **GENERAL TERMS AND CONDITIONS.** By entering the Contest, each Entrant grants permission to the Sponsor to use his/her name, photograph, likeness, voice, and/or biographical information for Sponsor's programming, publication, publicity, advertising and all other promotional purposes without compensation, review or approval, unless prohibited by law. The Sponsor reserves the right to terminate, modify or suspend this Contest due to any of an act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; the recapture of any time period scheduled for the live broadcast of a program for an event of national importance or emergency; failure of technical facilities; failure of essential production, or technical personnel to appear or be available for production or broadcast; or other cause beyond its control. Sponsor is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries.

11. **GOVERNING LAW.** This Contest is governed by the internal laws of the State of Texas without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the State of Texas.

12. **WINNER'S NAME.** For the name of the Contest Winner, available after March 13, 2017, send a separate self-addressed, stamped envelope to 2017 T-Shirt Design Contest, TPR, 8401 Datapoint Drive, Suite 800, San Antonio, TX 78229. Responses will be provided to all requests made prior to September 15, 2017.