**earthday.org 2023 poster contest OFFICIAL RULES**

**(“OFFICIAL RULES”)**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

These Official Rules are entered into between each entrant (as defined below) to the EARTHDAY.ORG 2023 Poster Contest (the “Contest”) and EARTHDAY.ORG (the “Sponsor”).

1. **CONTEST PERIOD:** The Contest begins on October 24, 2023 at 12:00 PM Eastern Time (“ET”) and ends on January 22, 2024 at 11:59:59 PM ET (“Contest Period”).
2. **ELIGIBILITY:** This Contest is open to individuals who are a legal resident of the United States and (i) for entry into the College Division (as defined below), at least eighteen (18) years of age or the age of majority in their jurisdiction of residence, whichever is older, at the time of entry and enrolled full-time or part-time in an institute of higher education, or (ii) for entry into the Children’s Division (as defined below), the parent or legal guardian of a child between the ages of five (5) and seventeen (17), or a minor in their jurisdiction of residence, at the time of entry (each, an “entrant”).

Employees of Sponsor and its parent companies, affiliates, subsidiaries, divisions, and advertising and promotion agencies (collectively “Sponsor Entities”), and their immediate families and household members are not eligible to enter or win. For purposes of the Contest, “immediate families” means spouse, parents, grandparents, children, grandchildren, and siblings.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Contest.

1. **HOW TO ENTER THE CONTEST:** The Contest shall have two distinct divisions which have different eligibility requirements and will be judged separately:

the “College Division” is for artwork created by an adult enrolled in an institute of higher education who is at least eighteen (18) years of age or the age of majority in their jurisdiction of residence, whichever is older at the time of entry; and

the “Children’s Division” is for artwork created by a child between the ages of five (5) and seventeen (17), or a minor in their jurisdiction of residence, at the time of entry.

Within each division, there will be three categories for topics of submitted artwork: 1) Heath and Plastics, 2) Fashion and Plastics, and 3) Oceans and Plastics (“Topic Categories”). Submissions will be judged based on the criteria set out in the Judging section, including how well the artwork portrays the theme Planet vs. Plastics, EARTHDAY.ORG’s overall mission, and how well it relates to the selected Topic Category.

During the Contest Period, an eligible entrant may visit earthday.org (“Website”) and complete and submit the registration form which shall include, but is not limited to: first and last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, zip code, whether the artwork is being entered in the College Division or Children’s Division, and which Topic Category the artwork falls into. Entrant will then be prompted to upload his/her artwork (for College Division) or his/her child’s artwork (for Children’s Division) (each a “Submission”). If a Submission was created by an individual under eighteen (18) years of age or the age of majority in their jurisdiction of residence, the entrant must be the child’s parent or legal guardian, and such parent or legal guardian must submit the Submission in the Children’s Division of this Contest. Upon the successful submission of the registration information and Submission an entrant will receive one (1) entry into the Contest (“Entry”).

**Entry Limit:** Limit one (1) Entry per person. An entrant may not submit the same Submission more than one (1) time. Entrants are prohibited from using more than one (1) e-mail address or multiple identities to enter the College Division. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Contest in the College Division, then that entrant, in Sponsor’s sole discretion, may not be eligible to win. Parents or guardians who submit one or more entries for minors in the Children’s Division may also submit an entry for themselves in the College Division, provided they are otherwise eligible, and may use the same e-mail address for entry of different children into the Children’s Division and their own entry into the College Division.

By submitting an Entry each entrant hereby agrees to the terms and conditions set forth in these Official Rules and each entrant agrees that his/her Submission conforms to the guidelines and restrictions set forth below (“Submission Guidelines and Restrictions”).

**Submission Guidelines and Restrictions:** All Submissions must comply with the following restrictions:

* Submissions can include any 2-dimensional artwork (such as photographs, drawings, paintings, illustrations and graphic art);
* Submission must be in .PNG, .JPG, or .JPEG format and not exceed 5 MB;
* Entrants may not use artificial intelligence or generative AI to create any part of the Submission;
* Must be submitted during the Contest Period;
* Must be the entrant’s or entrant’s child’s original content;
* Must be created solely by the entrant or entrant’s child and may not be plagiarized;
* Must follow the instructions and comply with these Official Rules;
* Must not have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means or have previously won a prize or award;
* Must not include any photograph or likeness of the entrant’s child or any other individuals except entrant;
* Must not disparage Sponsor or any other person or party affiliated with the promotion and administration of this Contest;
* Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement (including, but not limited to logos (manufacturer or carrier), trade names, or patented features). Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the modified Submission in the Contest;
* Must not prominently feature any third-party logos, trademarks or other marks. Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the modified Submission in the Contest;
* Must not include personally identifiable information, including but not limited to phone numbers or e-mail addresses;
* Must be appropriate for an audience of all ages;
* Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, violent, tortious, defamatory, slanderous or libelous (as determined by Sponsor in its sole discretion);
* Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor in its sole discretion);
* Must not contain any express or implied commercial endorsement;
* Must not contain, facilitate, reference, or use material that promotes illegal drug use, alcohol abuse, or other illegal activity;
* Must not contain material or statements that promote use of alcohol by minors, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
* Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
* Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created.

Sponsor reserves the right, but is not obligated, to disqualify any Entry that fails to comply with the foregoing Submission Guidelines and Restrictions.

1. **JUDGING AND WINNER SELECTION:**

**Finalists:** Assuming a sufficient number of eligible Submissions are received by the end of the Contest Period, on or around January 26, 2024,a panel of judges chosen by Sponsor in its solediscretion will select three (3) finalists from the Children’s Division and three (3) finalists from the College Division from eligible Submissions received during the Contest Period, using the following criteria and taking into account the age of the artist (the “Finalists”):

* Creativity (25%)
* Originality (25%)
* Promotion of the selected Topic Category (25%)
* Artistic Skill (25%)

In the event of a tie between two or more entries, the tie will be broken in favor of the tied entrant whose Submission received the highest score for Creativity in the initial scoring by the judges. For avoidance of doubt, the judges will only review and evaluate the entrant’s submitted artwork, and not any other parts of the Submission. Decisions of the judges are final and not subject to appeal.

**Winners**: The judges will then select two (2) overall winners from among the Finalists, selecting one (1) winner in the Children’s Division and one winner in the College Division, using the following criteria (the “Winners”):

* Promotion of the topic Planet vs. Plastics

Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

1. **PRIZE AND WINNER NOTIFICATION:**
	1. **Prize:** Sponsor may publicize the Finalist and Winner Submissions by posting the artwork on its website earthday.org and its social media accounts. Sponsor may feature Finalist and Winner Submissions on retail items including, without limitation, posters and t-shirts, at Sponsor’s sole discretion. This prize has no retail value.
	2. **Odds of Winning:** The odds of winning depend on the total number of eligible Entries received during the Contest Period and the relative skill of the entrants.
	3. **General:** No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. All other costs and expenses not expressly set forth herein shall be solely the winner’s responsibility. The Sponsor Entities shall not be held responsible for any delays in awarding a prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.
	4. **Notification:** The potential finalists and winners are subject to verification of eligibility and compliance with these Official Rules After the random drawing,Sponsor will notify the potential finalists and winners via e-mail at the e-mail address provided at the time of registration. The potential finalists and winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor’s sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a finalist or winner’s right to claim his/her prize, and may result in the prize being awarded to an alternate finalist or winner, if time permits. If a potential finalist or winner is disqualified, found to be ineligible or not in compliance with these Official Rules, or declines to accept a prize, the respective prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate finalist or winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. All costs and expenses not expressly set forth herein shall be solely each winner’s responsibility. The prizes will only be awarded to verified finalists and winners.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a finalist or winner’s privacy or spam filter settings which may divert any Contest e-mail, including any finalist or winner notification e-mail, to a spam or junk folder. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor’s sole and absolute discretion. Sponsor Entities shall not be held responsible for any delays in awarding the prize for any reason.

1. **DISCLAIMERS:** By participating in this Contest, entrants agree that the Sponsor Entities, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each of their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize; and (viii) Submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with these Official Rules. Further, the Sponsor Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant’s privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys’ fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant’s Submissions, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of the Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor, Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of finalists and winners in a manner it deems fair and reasonable, including the selection of finalists and winners from among eligible Submissions received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible Submissions are received. If Sponsor, in its discretion, elects to alter this Contest as a result of a force majeure event, a notice will be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND NEITHER SPONSOR NOR SPONSOR ENTITIES MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

1. **APPLICABLE LAW AND JURISDICTION:** The Contest is void where prohibited. The Contest is subject to all applicable federal, state, and local laws and regulations. Any dispute arising out of the Contest or the Prize shall be governed by the laws of the State of New York, without regard to its choice law principles, and shall be subject to the exclusive jurisdiction of the state and federal courts in the State of New York. Entrants consent to the personal jurisdiction of said courts.

Except where prohibited by law, as a condition of participating in the Contest, entrant agrees that any and all disputes and causes of action arising out of or connected with the Contest, or prize awarded, shall be resolved individually, without resort to any form of class action. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

1. **PRIVACY:** Entrants agree that their personal data, including name, e-mail address, phone number, and physical address, may be processed, stored, and otherwise used for the purposes and within the context of the Contest and for any of the purposes set forth in Sponsor’s Privacy Policy at https://www.earthday.org/privacy-policy-2/. By participating in the Contest, entrants are agreeing to Sponsor’s Privacy Policy. Without limiting the foregoing, such data may also be used by the Sponsor in order to contact the Winners, check an entrant’s identity and contact information, or to otherwise verify an entrant’s eligibility to participate in the Contest or to receive any prize.
2. **PUBLICITY RIGHTS:**
	1. **College Division:** By participating in this Contest, each entrant agrees to allow the Sponsor and Sponsor’s designee the right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Contest for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
	2. **Children’s Division:** By participating in this Contest, each entrant agrees to allow the Sponsor and Sponsor’s designee the right to use his/her child’s name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Contest for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
3. **LICENSE GRANT BY ENTRANT:** By participating in this Contest, each entrant hereby grants to the Sponsor, and any of Sponsor’s designees, a non-exclusive, worldwide, perpetual, irrevocable, sublicensable, royalty-free and fully paid-up right and license to use, reproduce, publicly display, distribute, modify and create derivative works of the Submission for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law. Winners agree to grant to Sponsor an exclusive license for commercial rights of the Submission.
4. **GENERAL:**  Any attempted form of participation in this Contest other than as described herein is void. If it is discovered or suspected at Sponsor’s sole discretion that an entrant has registered or attempted to register more than once using multiple email addresses, multiple identities, proxy servers or like methods, all of that entrant’s Submissions will be declared null and void, and that entrant may be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional Submissions in excess of the stated limitation, that entrant may, at Sponsor’s sole discretion, be disqualified from the Contest. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the email address associated with the email account used to submit an entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any Contest promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.
5. **WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - EARTHDAY.ORG 1752 N Street NW, Suite 700 Washington, DC 20036, United States. Winner List requests must be received no later than four weeks after the end of the Contest Period.
6. **SPONSOR:** The Sponsor of the Contest is EARTHDAY.ORG 1752 N Street NW, Suite 700, Washington, DC 20036, United States.