

**Blue Star Families**  
**Way Cool Creativity Contest**  
Contest Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

THIS CONTEST IS VOID WHERE PROHIBITED BY LAW. OPEN ONLY TO CHILDREN BETWEEN THE AGES OF 5 AND 17 WHO ARE LEGAL RESIDENTS OF **THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA** WHOSE FAMILIES ARE BLUE STAR FAMILY MEMBERS OR FAMILIES ARE ELIGIBLE AND WILLING TO BECOME BLUE STAR FAMILY MEMBERS.

1. SPONSOR: The sponsor of this contest is Blue Start Families, Inc., a public charity corporation ("Sponsor").

2. PRIZES:

- **Grand Prize: \$500 Amazon Gift Card**
- **Other prizes: 2 \$250 Amazon Gift Cards**
- **(7) \$75 Amazon Gift Cards**

This promotion has not been previously offered.

The winner is not permitted to substitute the prize for its cash equivalent. Sponsor reserves the right to substitute any or all of the prizes with any article or service of similar or greater value at its sole discretion. Prizes may not be assigned or transferred.

3. HOW TO ENTER: Children between the ages of 13 and 17, and parents or legal guardians of children under 13 may enter the contest by submitting a photograph of the child's artwork at <https://bluestarfam.org/2016/05/way-cool-creativity-contest/>. Only one entry per child is permitted. Children between the ages of 13 and 17 should provide their full name, address, e-mail address and telephone number. Parents or legal guardians of children under 13 should provide their own full name, address, e-mail address and telephone number. Parents of children under 13 should NOT submit any personally identifiable information about their children, such as name, email address, mailing address, etc.

The personal information that participants submit will be subject to Sponsor's privacy policy. Sponsor may use the information you submit to offer you information on other offers or products or services. For a copy of Sponsor's privacy policy please go to <https://bluestarfam.org/privacy-policy/>."

Sponsor will not be responsible for lost, stolen or misdirected entries. Photographs must be submitted in TIF, PNG, JPEG, GIF or BMP file format. Photographs submitted in ZIP format will be void and will not be opened or considered. Photograph should only contain the image of the child's artwork. Photographs that contain images of any person or that contain any materials embodying the names, likenesses, voices or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without

consent of usage, or otherwise infringes upon the intellectual property rights or defames or invades the publicity or privacy rights of any third party, living or deceased, will be void and disqualify participant. Photographs that include trademarks, logos or trade dress (such as distinctive packaging) owned by others, other than trademarks or logos owned by Sponsor or that contain personal identification (such as license plate numbers, personal names, email addresses or street addresses) will be void and disqualify the participant. Submissions featuring subject matter related to pornography, the promotion of alcohol, tobacco, or illegal drugs, firearms or other weapons, any unlawful activity, hateful content of any kind (including racism, sexism, or bigotry), activities that promote hatred or harm to another human being, promote a political or religious agenda, that offend generally accepted standards of public decency and respect for others, or communicate a message or image inconsistent with the positive images and/or good will to which the Sponsor wishes to be associated with, as determined by the Sponsor in its sole discretion, will be void and disqualify the participant.

Entries made with multiple e-mail addresses, under multiple identities or through the use of any other device or artifice to enter multiple times will be deemed invalid. If the winner is an online participant, the winning online entry will be deemed to have been submitted by the authorized account holder of the e-mail address from which the entry was made. The authorized email account holder is deemed as the natural person who is assigned to an e-mail address by an internet access provider, service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Sponsor shall not be responsible for incorrect or inaccurate transcription of entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or web site, inability to submit the online entry form, or any other error or malfunction, or any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this contest, or for late, lost, stolen, postage due, illegible or misdirected entries. If this contest or any web site associated therewith (or any portion thereof) becomes corrupted or otherwise does not permit entry in the contest, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by participants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of this contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this Contest or any portion thereof. Any attempt by a participant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law.

4. **ELIGIBILITY:** This Contest is open ONLY to children between the ages of 5 and 17 who are legal residents of **the United States of America and the District of Columbia** and whose families are Blue Star Family members or families who are eligible and willing to become Blue Star Family members. The family of any child who has a parent or sibling (including step-parents and siblings) serving on active duty, in the Reserves or in the National Guard is eligible to become a Blue Star Family, and will become a Blue Star Family member by submitting their child's artwork to this Contest. Winners must show proof of eligibility upon notification.

Persons in any of the following categories are not eligible to participate or win a prize: (a) persons who from and after **May 30, 2016** were or are employees or agents of Sponsor or its affiliates, parent, subsidiaries, or the service agencies or independent contractors of the above organization(s); (b) persons who are engaged in the development, production, distribution of

materials, or drawing of winners for this contest; and (c) persons who are immediate family of or who reside in the same household as any person in either of the preceding categories.

5. SELECTION: The winner(s) will be selected randomly by a representative of Sponsor on the basis of creating an image that captures your museum experience. Sponsor's decision will be final and binding in all respects. The winner(s) will be selected on or about **September 12, 2016**. The winner(s) will be notified within **10 days** after the judgment by mail, e-mail or telephone. In the event that Sponsor cannot reach the winner within three (3) days after it attempts to notify the winner, Sponsor will select a new winner according to these rules. Additionally, if the winner is ineligible, it will be deemed as if the winner has rejected the prize, and Sponsor will select a new winner.

6. SCHEDULE: The Contest begins on May 30, 2016 and ends September 12, 2016. All entries must be received by 11:59 p.m. pacific time.

7. ADDITIONAL CONDITIONS: Sponsor reserves the right to terminate this contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the contest as determined by Sponsor in its sole discretion. At its sole discretion, Sponsor may disqualify any person whom it considers to have intentionally violated the Official Rules or any element of this contest. By participating, participants agree: (a) to be bound by the Official Rules and the decisions of the person or persons who select the winners, and (b) to release and hold harmless "Facebook", Sponsor, its affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies, from any and all liability with respect to acceptance, possession or use (or misuse) of the prizes or participation in the contest. Except where prohibited by law, winner agrees to permit Sponsor to use his/her name, address, city, state, photograph, videotape or any likeness for advertising or publicity purposes for no additional compensation.<sup>1</sup>

8. TAXES. Taxes (federal, state, and local) are the sole responsibility of the winner.<sup>2</sup> Sponsor does not provide tax advice. Participants are encouraged to contact their own tax advisor regarding potential tax implications, if any, of this Promotion.

9. WINNERS LIST: For the name of the prize-winner(s), available after **September 22, 2016**, please send a separate, self-addressed stamped envelope to Way Cool Creative Contest - List of Winners, 2251 San Diego Ave, B204, San Diego, CA 92110 Residents of Washington and Vermont may omit return postage.

10. DISPUTES/ APPLICABLE LAW: By participating in this Contest, each participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the State of California,

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<sup>1</sup> Tennessee deems illegal for the receipt of an offered prize or travel service contingent upon the consent of individual winners or recipients to allow their names to be used for promotional purposes, or failing to obtain the express written or oral consent of individual winners or recipients before their names are used for a promotional purpose in connection with a mailing to a third person. Tenn. Code 47-18-120. Definitions Prizes offered as inducements Unfair or deceptive practices.

<sup>2</sup> The sponsor must issue a 1099 form to winners of prizes whose value exceeds US\$600. 26 CFR Sec. 1.6041-1.

U.S.A.; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and 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 LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of the entrant and Sponsor in connection with this promotion, shall be governed by, and construed in accordance with, the laws of the state of California, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the state of California, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California, U.S.A.