

Official Contest Rules

THE CURRENTLY ACTIVE SALUTE TO THE UNITED STATES' ARMED FORCES CONTEST ("THE CONTEST") IS VOID WHERE PROHIBITED BY LAW.

THESE OFFICIAL RULES ("RULES") ARE A LEGALLY BINDING AGREEMENT BY AND BETWEEN YOU AND SPONSOR (AS DEFINED BELOW) AND GOVERN YOUR ENTRY IN THE CONTEST.

1. SPONSOR. This Contest is sponsored by Friends of the Army Women's Museum Association (FAWMA), a 501(c) Corporation filed with the Commonwealth of Virginia - State Corporation Commission ("Sponsor").

2. CONTEST REGISTRATION PERIOD. The Contest Registration period begins on Sunday, September 15, 2019 at 12 a.m. Eastern Standard Time and ends on Saturday, October 5, 2019 at 11:59 p.m. Eastern Standard Time. The Sponsor's computer (or that of its designee for this contest) is the official time keeping device for the online entry into the Contest.

3. ELIGIBILITY. The Contest is open to all **U.S. Armed Forces** veterans living in Central Virginia region consisting of Richmond, Tri-Cities (Hopewell, Colonial Heights, Petersburg) and the counties of Chesterfield, Dinwiddle, Hanover, Henrico, and Prince George. Employees of the Sponsor, its parent, subsidiaries, affiliates, and families of each involved in this Contest are not eligible to participate or win. Participation in this Contest constitutes each entrant's full and unconditional acceptance of these Rules and consent to be contacted by Friends of the Army Women's Museum Association (FAWMA) by email or telephone. The Contest is subject to all applicable federal, state and local laws and regulations.

ONLY ONE ARTWORK ENTRY PER PERSON PER CONTEST WILL BE ELIGIBLE. ENTRIES THAT DO NOT INCLUDE ALL REQUESTED INFORMATION WILL BE INELIGIBLE.

The Contest will be limited to the first one hundred (100) Entrants that meet the eligibility requirements. See Section 8 below.

4. CONTEST DESCRIPTION. The Contest is a contest/exhibit that promotes the submission of original artwork by Entrants entering this Contest in accordance with these Rules.

5. JUDGING PROCESS. Winning entries will be determined on the basis of the number of votes submitted by the general public during the contest/exhibit period (the "Winners"). Votes will be cast by the public visiting the museum and cannot be submitted by any other means.

6. HOW TO ENTER. Entrant may enter the Contest during the Contest period in one of two (2) ways:

(a) Logging on to Armywomensmuseum.org and follow the instructions on the web page.

(b) Entrant may submit the following information typed or printed on an index card: Full name, branch of service, complete address, city, state, zip code and telephone number with area code, and email address along with an acknowledgement that Entrant has read and agrees to comply with the Official Contest Rules. The index card should be mailed in an envelope via U.S. Postal Service, postage prepaid, to Sponsor at Friends of the Army Women's Museum Association, P.O. Box 1027, Prince George, VA 23875. A mail in entry will be treated in the same manner as an electronic entry.

"Entry" shall mean and refer to each online and mail entry.

Entrant(s) will be notified by October 6, 2019 of their inclusion into the Contest. Notification of inclusion will be made through email.

All artwork is due to the FAWMA by October 23, 2019. Entrant is solely responsible for the insurance, shipping and handling costs both to and from the FAWMA. FAWMA's mailing address: Friends of the Army Women's Museum Association, Attn: Salute to U.S. Military History Art Contest, P.O. Box 1027, Prince George, VA 23875.

Artwork can be hand delivered to the FAWMA office location, Tuesday - Friday, 10:00 a.m. - 12:00 p.m., Building 43213 Lee Avenue, Fort Lee, VA 23801. Entrants should make themselves aware of gate entry requirements at Fort Lee to ensure timely access.

Contest display/exhibit will begin on Friday, November 8, 2019 at 10:00 a.m. Eastern Standard Time at the Army Women's Museum, 2100 A Avenue, Fort Lee, VA 23801 and will remain open to the public through December 31, 2019. General

public will submit votes on the top three (3) pieces as described in Section 8 below.

7. PERSONAL DATA. Entrant is required to submit Personal Data on the Entry Form. All Personal Data will be held, used and processed by the Sponsor in accordance with its Privacy Policy as posted on Sponsor's webpage at Armywomensmuseum.org.

8. ENTRY SPECIFICATIONS. Any use of robotic, automatic, programmed or the like methods of participation will void all such submissions by such methods. *Each Entry must be Entrant's sole creative work and must not incorporate ideas or work of any other person or material that would require the consent of a third party in any jurisdiction or under any applicable law. Without limitation, the Entry must not infringe or violate any trademark, copyright, publicity right, privacy or any other right of any other person or entity, under applicable law, in any part of the Contest Territory. By submitting an Entry, Entrant represents and warrants to FAWMA that the Entry and everything depicted in the Artwork is wholly original and does not infringe upon or otherwise violate any right of any person, entity, or any law, rule or regulation in any party of the Contest Territory. Violation or breach of these representations or warranties may subject Entrant to penalties and damages under applicable law.*

By entering the Contest, Entrant agrees that the Sponsor may post the Entry or any part thereof on the Site, Entrant's bio in the exhibition catalogue, website or in its social media outlets. Sponsor does not guarantee the posting of any Entry. Entrant understands that his/her name and biographical data (as included in the Entry) may also be posted on the Site in connection with the Contest.

Categories of art permitted: (i) drawings to include pencil, ink, charcoal and pastels; (ii) paintings to include oil, acrylic, and watercolor; (iii) mixed media. One (1) submission per Entrant. All artwork submitted must be ready to hang or be displayed. Art submitted should focus on the theme "Salute to U.S. Military History" representing World War 1 to the present.

All drawings must be matted.

No piece can exceed 10 inches x 12 inches.

Artwork must be accompanied by a short bio providing the following: Artist's Name, Media, Title of Art, Period of Military Service and Branch of Armed Forces Served.

9. **WARRANTIES AND CONSENTS.** By completing and submitting an entry, Entrant: (a) represents and warrants that (i) Entrant has read, and agrees to be bound by, the Rules posted on FAWMA Website Contest: and any applicable policies or procedures posted by Website, (ii) based on the Rules, Entrant is eligible to participate in the Contest, (iii) all of the information provided as part of Entrant's Entry is accurate, does not violate any third party's legal rights (including without limitation rights of privacy and publicity), and otherwise does not violate applicable law, and (iv) agrees to be bound by the Website Statement of Rights and Responsibilities and any other terms that apply to his/her use of the Website; (b) consents to the use of Entrant's name and/or likeness by Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed), without additional compensation or authorization unless prohibited by law.

10. **ODDS.** The odds of becoming a winner depend on the number of Entries received and by the number of the general public voting.

11. **PRIZE.** The cash prize of first place has the monetary value of \$500.00 USD. The cash prize of second place has the monetary value of \$300.00 USD. The cash prize of third place has the monetary value of \$150.00 USD. No substitution, or transfer of Prize is allowed, except at the sole discretion of Sponsor. The Prize Winner is responsible for all other charges, costs or expenses of any kind not listed as included in the Prize. The Prize Winner's Entry may appear in one or more of Sponsor's media outlets.

The Prize Winner(s) is responsible for the reporting and payment of all applicable federal, state and local taxes (including income taxes) associated with their respective prize and will and hereby do hold Sponsor harmless from liability for failure to timely report and/or pay such taxes. An IRS form 1099 will be issued if the value of the total prize meets the IRS reporting threshold. Sponsor shall have no responsibility or obligation to any Winner or potential Winner who is unable to accept or utilize the prizes as described herein. In the case of a Winner's forfeiture of a prize, Sponsor may select another winner according to these Rules.

12. **WINNER(S) NOTIFICATION.** Prize Winner(s) will be announced on December 10, 2019 at 12:00 p.m. Eastern Standard Time. Each Winner will be notified via email unless alternate entry measure was made, see Section 6 (b) above, and will be given instructions on how to claim the prize. Three (3) attempts will be made to contact a Winner with a thirty (30) day period. If a Winner fails to respond within the thirty (30) day period, or if an email attempt is consistently returned as undeliverable, or if the selected Winner cannot accept or receive the prize for any reason, or he/she is not in compliance

with these Rules, **the prize will be forfeited and an alternate winner may be selected at Sponsor's discretion.** Additionally, each Winner will be required to sign and return an Affidavit and Release Form (where legal and applicable) in accordance with Section 13 below.

13. AFFIDAVIT OF ELIGIBILITY. Each winner will be required to execute and return an Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit") (where permitted and applicable) within fourteen (14) days of notification (first attempted delivery) to the Sponsor. By completing, signing and returning the Affidavit, a winner (i) release and forever discharges the Sponsor, its affiliates and subsidiaries, and their respective advertising and promotional agencies from all claims, demands, damages, actions and causes of action arising out of participation in this Contest or to arise by use of the prize, (ii) confirms compliance with these Rules, and (iii) gives permission to the Sponsor, at its option, to publish or otherwise use the winner's name, address, photograph, voice and comments, without compensation, in any publicity carried out by the Sponsor or its respective advertising agencies, except where prohibited by law.

14. CONTENT RESTRICTIONS. No submission of Contest material shall contain, as determined by the Sponsor, in its sole discretion, any content that:

- Contains copyrighted materials owned by any entity (including works of art or images);
- Contains materials embodying the names, likenesses or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- Is sexually explicit or suggestive; unnecessarily derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Communicates messages or images inconsistent with a positive image and/or goodwill which the Sponsor wishes to associate;
- Defames, misrepresents or contains disparaging remarks about the Sponsor, or its products or services or other people, products or companies;
- Promotes alcohol or illegal drugs;
- Contains trademarks, logos or trade dress (such as distinctive packaging or phraseology) owned by any entity;
- Is obscene or offensive; endorses any form of a hate or hate group;
- *Promotes any particular political party, agenda or message; and/or*
- Contains any personal identification, such as personal names, street or email addresses, or phone numbers other than the Sponsor;

- Violates or encourages the violation of any law, rule or regulation

15. INDEMNIFICATION; RELEASE OF LIABILITY. BY ENTERING THE CONTEST, ENTRANTS AND EACH WINNER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPONSOR AND THEIR RELATED PARTIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, CLAIM OR CAUSE OF ACTION (HOWEVER NAMED OR DESCRIBED), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE CONTEST AND/OR RECEIPT OR USE OR MISUSE OF THE PRIZE AWARDED IN THE CONTEST, EXCEPT IF, AND TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES.

Entrants and each Winner shall release all rights to bring any claim, action or proceeding against Sponsor or any of the Release Parties, further covenant not to sue Sponsor or any of the other Release Parties and hereby acknowledge that neither Sponsor nor any Released Party has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Contest or the prizes.

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of Entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly in whole or in part, from an Entrant's participation in the Contest or receipt or use or misuse of any prize; or (6) undeliverable emails. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Contest at the discretion of the Sponsor.

16. GOVERNING LAW. Except where prohibited, Entrants and each Winner agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Commonwealth of Virginia courts (state and federal); (2) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but

in no event attorneys' fees; and (3) under no circumstances will an Entrant or a Winner be permitted to obtain awards for, and each Entrant and Winner hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Entrants, the Winners and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

17. TERMINATION; MODIFICATION. In the event Sponsor is prevented from continuing with the promotion as a result of lack of feasibility of the promotion, compromised integrity of the promotion, infection by computer virus, unauthorized intervention, technical failures, or any other causes beyond Sponsor's control, Sponsor may, within its sole discretion, cancel, terminate, modify, or suspend the promotion. If Sponsor elects to abbreviate the promotion as a result of such an event, Sponsor may award the prizes from among all valid and eligible entries received up to the time of such event. In no event will more prizes be awarded than stated in these Rules.

18. GENERAL CONDITIONS. Any individual found to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules or in an unsportsmanlike or disruptive manner, at Sponsor's sole discretion, may be disqualified and Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

Potential winners may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning Entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor.

19. OWNERSHIP AND OTHER RIGHTS. Sponsor will solely and exclusively own all rights, title and interest in and to the Contest Materials (as defined below), including without limitation all copyrights, trademarks, good will, depictions, designs, creative works, concepts, plans, titles, ideas, and the like therein, in perpetuity and throughout the universe and in all media and forms of expression and communication now known or hereafter developed. The Contest Materials have been specially commissioned by Sponsor, and, therefore, will be deemed under U.S. law, as "work made for hire" (in the

U.S., under Section 101 of the Copyright Act of 1976 as amended); but if the Contest Materials in whole or in part are not deemed to be “work made for hire”, Entrant shall and hereby does irrevocably assign, convey, and transfer to Sponsor all right, title, and interest throughout the universe in perpetuity in and to such Contest Materials, without any obligation to pay additional consideration for the use or exploitation thereof. Entrant hereby authorize any third party in asserting, any claim inconsistent with this paragraph or the following paragraph. To the extent that Entrant owns (presently or in the future) any intellectual property rights that were not created in connection with the Contest Materials, but that may be necessary for Sponsor’s exercise of the rights assigned to it above (“Related Rights”), Entrant agrees to and does hereby grant to Sponsor, or will cause to be granted to Sponsor, at Entrant’s cost and expense, a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable right and license to use, copy, manufacture, distribute, translate, perform, modify, display, transmit, create derivative works of, make, have made, offer to sell, sell, import, and otherwise exploit any such Related Rights to the extent necessary to enable Sponsor to exercise all rights assigned to Sponsor under these Rules. All artwork becomes property of FAWMA unless measures taken in accordance with Section 6 (b).

20. WINNERS’ NAME. For a list of Winners’ names (available after the contest ends) and/or a copy of these Rules, send a hand-printed, self-addressed, stamped envelope to Friends of the Army Women’s Museum Association, P.O. Box 1027, Prince George, VA 23875 within seven (7) days after the contest ends.