

La Femme Fatale Box Design Contest Official Rules

Void where, or to the extent, prohibited. No purchase necessary to enter or win.

1. INTRODUCTION

This document describes the official rules (“Rules”) of the “La Femme Fatale Box Design Contest” organized by Art & Lenny, (the “Contest”). The object of this contest is to further Marilyn Yu's mission of collaborative creativity and building community by giving artists an opportunity to design innovative and unique box graphics for her up-coming book, La Femme Fatale. Information on how to enter and prizes forms part of these Rules. To the extent of any inconsistency, these Rules prevail.

2. DEFINITIONS

“Entry” means a design created by the Contestant for this Contest.

“Contestant” means the individual or group of individuals that offers the Entry under the terms of this Contest.

“Sponsor” means the publisher Art & Lenny, located at 640 5th Ave, San Francisco, CA 94118.

“Contest Site” means <http://www.marilynyu.com>

3. ACCEPTANCE

Participation constitutes the Contestant's full and unconditional agreement to and acceptance of these Rules. By participating in the Contest, the Contestant is representing and warranting that he/she has read and understood, and agrees to be bound by, these Rules. Including the guides and rules referred to herein, these Rules constitute the entire agreement between the Contestant and the Sponsor in relation to the Contest. They govern the Contestant's participation and supersede any prior or other agreements between the Contestant and the Sponsor and relating to the Contest.

4. ELIGIBILITY

The Contest is open to everyone, 18 years of age or older at time of entry. Employees and contractors of Art & Lenny and their respective parent companies, subsidiaries, affiliates, suppliers, advertising agencies, and families, and persons living in the same household as such employees or contractors, are not eligible to participate. This Contest is governed by the laws of the State of California, United States. The Contest is subject to all applicable, as the case may be, national, federal, provincial, state and local laws.

5. SEVERABILITY

When any provision of these Rules is found to be invalid by a court of competent jurisdiction, the parties nevertheless agree that the Court should endeavor to give effect to the intentions of the parties as reflected in the provision, and that the other provisions of these Rules remain in full force and effect.

6. CONTEST PERIOD

The Contest begins at 12:01 PM Pacific Standard Time (PST) on Wednesday 1 September 2010 and ends 11:59 PM PST on Wednesday 15 September 2010. Sponsor may in its sole discretion cancel or postpone the Contest.

7. HOW TO ENTER

To enter the contest, entrants must submit an application (refer to <http://www.marilynyu.com/news-events/2010/04/27/la-femme-fatal...design-contest/> for instructions). There is no fee to enter the Contest. Applications must be received by 11:59 PM PST on Monday 5 July 2010. Applications submitted will not be returned or acknowledged. Proof of submitting an application does not constitute proof of receipt.

Eight (8) Contestants will be chosen by a committee designated by the Sponsor to participate in the

Contest. Contestants must submit an Entry by 11:59 PM PST on Wednesday 25 August 2010 following the specifications supplied by the Sponsor. Sponsor reserves the right to amend the number of Contestants.

IMPORTANT: Sponsor grants you permission to use artwork from the book *La Femme Fatale* solely for the purpose of incorporating such materials in your Entry. Entries must not infringe on the copyrights or trademarks of another party/entity (e.g., must not include licensed or unlicensed third-party lyrics, graphics, logos, apparel, images, etc.). If an Entry contains such material, Sponsor reserves the right, in its sole discretion, to either disqualify the Entry or to blur or otherwise modify the disqualifying material and accept the submission and/or to contact the Contestant and provide the opportunity for him/her to resubmit Entry without the disqualifying material, time permitting. Without limiting any representations or warranties, the Sponsor has the right (though not the obligation) to, in the Sponsor's sole discretion, reject or remove from the Sponsor's websites, servers and computer systems any Entry that, in the Sponsor's sole discretion, violates these Rules or any applicable Sponsor policy or is in any way harmful or objectionable. Any Entry, which in the sole opinion of Sponsor, is deemed unsuitable for public presentation (e.g., contains personal information, defamation, nudity, gratuitous violence, inappropriate language, etc.) or is inconsistent with the theme or image of the Contest will result in disqualification. All entries must be in English. Sponsor also reserves the right to disqualify any Contestant or Entry at the Sponsor's sole discretion. No correspondence shall be entered into regarding Sponsor's decision.

8. SUBMISSION CRITERIA

Contestant may submit one unique design as an individual, a member of a group, or both. All Entries must be the original work of the person or persons submitting them. All Entries must meet specific design criteria to be accepted into the contest: (a) i. designs may be created using a vector art program such as Adobe® Illustrator® or in a raster program such as Adobe® Photoshop®; ii. designs created in another medium (i.e. pencil, ink, watercolor, etc.) must be scanned at no less than 300 dpi, CMYK; (b) design conforms to all box specifications provided by sponsor; (c) save your file as a low resolution JPG, PNG, or PDF image no greater than 8 MB and email it to inquiries@marilynyu.com; and (d) make sure your contact information submitted along with your Entry is active and valid as this is the only means of contacting the finalists. Further information as to the technical requirements and guidelines of the design submission is located at the Contest Site. Submission deadline is 11:59 PM PST on Monday 5 July 2010.

9. PRIZES

There will be one (1) Grand Prize winner and eight (8) Contestant Awards.

The Grand Prize winner will receive (i) recognition for designing the *La Femme Fatale* box graphics; and (ii) a \$250 check; and (iii) one (1) signed *La Femme Fatale* book.

The Contestants will receive one (1) signed *La Femme Fatale* book.

The prizes are non-transferable and no substitution by winner or cash equivalent is permitted. The Sponsor may substitute prize for one of equal or greater value at its sole discretion. Only one prize will be awarded to an Entrant. Please note that if the winner is a group of individuals, then the group will share the above-stated prize. A prize will not be given to each member of the group. The winner will be responsible for all federal, provisional, state, local and other applicable taxes relating to the prize.

10. JUDGING AND SELECTION OF WINNER

Internal Sponsor team: All Entries will be judged and scored by an internal Sponsor team. The judging panel will select the winning design based on the following judging criteria: (a) Concept/Originality/Creativity; (b) Relevance to book theme; (c) Completeness of design; (d) Legality

and Feasibility.

Audience judging: Anyone will be able to vote on all entries beginning 12:01 PM PST on Wednesday 1 September 2010 and ending 11:59AM PST on Wednesday 15 September 2010. Voting is worldwide and open to everyone.

Audience voting will be combined with internal Sponsor voting to decide the winner. The decisions of the judging panel are final on all matters relating to the Contest and no correspondence will be entered into regarding the judging panel's decision.

Sponsor reserves the right not to select a winner if, in its sole discretion, no suitable entries are received. Sponsor reserves the right to disqualify any Contestant or Entry at its sole discretion. No correspondence shall be entered into.

11. REPRESENTATIONS AND WARRANTIES

By participating in the Contest, the Contestant warrants and represents, and if you are entering as a group each person within the group represents and warrants, in connection with the Entry submitted as part of his/her participation in the Contest: (a) he/she is the sole and exclusive owner of (and free of any adverse claim by any person, firm, or corporation) all intellectual property rights in and to the Entry; (b) the Entry is original and the use of the Entry as described in these Rules will not infringe the proprietary rights, including without limitation the intellectual property rights, of any third party; (c) the use of the Entry, as described in these Rules, will be in compliance with any third-party licenses pertaining to the Entry; (d) the Entry is not obscene or libelous, does not contain defamatory or derogatory remarks, and does not violate any rights of any third party, including but not limited to rights of privacy or publicity; (e) the Entry does not contain any virus, spyware, malware, trap door, worm, or any other device, mechanism or code that is injurious or damaging to software or hardware used in conjunction with the Entry; (f) the Entry and its use as described in these Rules will not violate any federal, provincial, state or local laws or ordinances; (g) no employer or educational or other establishment has any rights in the Entry; (h) the Entry is consistent with these Rules; and (i) he/she has the right to grant the license to Sponsor and its designees in Section 12 below.

12. INTELLECTUAL PROPERTY

Any submission idea, documentation, photograph or video entered in this Contest shall remain the exclusive property of Sponsor and Contestant agrees that Sponsor and its designees shall have the perpetual, worldwide, irrevocable right to edit, publish and use these materials in any way and in any and all media now or hereafter known for trade, advertising, promotional and/or other purposes as Sponsor may determine in its sole discretion without further consideration to Contestant or winner. The Contestant agrees to assign all rights, title and interest in to the submission, including copyright, to Sponsor and waives his/her moral rights in the submission.

Be aware that your Entry may not be acknowledged and will not be received or held "in confidence" and your Entry does not create a confidential, fiduciary or other special relationship between Contestant (and those who may appear on his/her Entry) and Sponsor or any of its respective affiliates or any of their respective licensees, successors or assigns or place Sponsor or any of its respective affiliates, licensees, successors or assigns in a position that is any different from the position held by members of the general public with regard to elements of your Entry. By submitting Entry, Contestant acknowledges and agrees that Sponsor or any of its respective affiliates or any of their respective licensees, successors or assigns may create their own materials and/or obtain many Entries under this Contest Site and that such Entry may be similar or identical in theme, idea, plot, format or other respects to your Entry and you waive any and all claims you may have had, may have, and/or may have in the future that any other Entry accepted, reviewed and/or used by the Contest Site or Sponsor, any of

its respective affiliates or any of their respective licensees, successors or assigns may be similar to your Entry. Contestant acknowledges and agrees that neither Sponsor nor any of its licensees, successors or assigns has now, or shall have in the future, any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of any copyright in and to your Entry, and that Sponsor, and its respective licensees, successors or assigns are not responsible for the loss, deletion, failure to store or misdelivery of any Entry submitted to or transmitted through the Contest Site.

13. AUTHORIZATION TO USE WINNER'S NAME

Accepting the prize constitutes permission for the Sponsor to make public and otherwise use winner's name, voice, picture, likeness, opinions, biographical information, city and country of residence, and submitted work without further compensation in any media now known or hereafter developed for promotional and/or publicity purposes, unless prohibited by law. Each winner also agrees to participate in and cooperate with any promotional activity and/or publicity relating to the contest as the Sponsor shall reasonably request from time to time.

14. INDEMNITY; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

By participating in the Contest, the Contestant agrees to be bound by these Rules, including all eligibility requirements and all decisions of the Sponsor. By participating in the Contest, the Contestant agrees to indemnify, defend, and hold harmless the Sponsor and its officers, directors, employees, agents, affiliates, contractors, contributors, subsidiaries, licensors, distributors, and parent (collectively, "Released Parties") from any and all liability, claims, losses, costs and expenses (including attorneys' fees) or actions of any kind, including, without limitation, property damage, personal injury, and/or death, arising out of his/her (i) breach of any representation, warranty or covenant contained in these Rules; or (ii) participation in the Contest; (iii) acceptance and/or use or misuse of any prize in connection with the Contest; or (iv) any third party claim relating to any rights in any design submitted.

BY PARTICIPATING IN THE CONTEST, THE CONTESTANT AGREES THAT THE SPONSOR ENTITIES MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE CONTEST AND/OR THE PRIZES.

By participating in the Contest, the Contestant agrees that the Sponsor and Released Parties are not responsible, and will in no event be held liable, for any: (a) lost, late, illegible, misdirected, damaged, incomplete, corrupted or garbled entries; (b) telephone, computer, or network malfunction or error; (c) communication disruption or other disruptions related to Internet traffic, virus, bug, worm, or non-authorized intervention; or (d) damage caused by a computer virus or otherwise resulting to any computer from Contestant's participation in, or accessing or downloading or uploading information in connection with this promotion. If such malfunction, error, disruption, or damage occurs or impairs the administration, security, fairness, or integrity of the Contest, the Sponsor may, in its sole discretion, suspend, modify or terminate the Contest by posting a notice on the Contest Site. If the Contest is terminated before the scheduled end of the Contest Period, the Sponsor will determine the winner from all eligible entries received as of the termination date. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Persons found tampering with or abusing any aspect of the Contest, or whom the Sponsor believes to be causing or attempting or intending to cause any malfunction, error, disruption, or damage will be disqualified. The Sponsor reserves the right to disqualify any unauthorized entries, including, without limitation, or any entries made through robotic, automatic, mechanical, programmed or similar multiple-entry, or entry

duplication, method and to disqualify any person or entity using such a method.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND ONLY TO THE MAXIMUM EXTENT PERMISSIBLE BY THE APPLICABLE LAW, BY PARTICIPATING IN THE CONTEST, THE ENTRANT AGREES THAT IN NO EVENT WILL THE SPONSOR OR ANY RELEASED PARTY BE LIABLE TO ENTRANTS OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM, RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN, EVEN IF THE SPONSOR OR A RELEASED PARTY WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALSO NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BY PARTICIPATING IN THE CONTEST, THE CONTESTANT FURTHER AGREES THAT IN NO EVENT WILL THE LIABILITY OF THE SPONSOR OR ANY RELEASED PARTY RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED THE GREATER OF US\$1,000 OR ANY OTHER AMOUNTS PAID BY THE ENTRANT TO ENTER INTO THE CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE ENTRANT. IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE ENTRANT AGREES THAT, BY ENTERING THE CONTEST, (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OR ACTION ARISING OUT OF OR IN CONNECTION WITH THE CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (II) ANY CLAIMS, JUDGEMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE CONTEST, BUT IN NO EVENT ATTORNEY'S FEES.

For the avoidance of doubt, to the extent that English law applies, nothing in these Rules shall limit or exclude either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.

15. PRIVACY

Except as otherwise stated herein or as otherwise agreed by the Contestant and the Sponsor, the information communicated by the Contestant in connection with Entry to the Contest will be used for the purposes relating to this Contest, and will not be communicated to third-parties without prior permission. Please refer to our Privacy Policy for further details.

16. INTERPRETATION, GOVERNING LAW; JURISDICTION

Interpretation. In the case of any dispute about the interpretation of the Rules, Sponsor's decision as to the interpretation shall be final and Contestant shall be bound by Sponsor's decision.

Governing Law. The interpretation and enforcement of these Rules will be governed by the laws of the State of California, USA. The Contestant and the Sponsor agree to the extent permitted by law to submit all disputes arising out of or relating to these Rules or the Contest to, and hereby waive any objection to the exclusive jurisdiction and venue of, the state and federal courts located in San Francisco County, California. Subject to Section 5 above, if necessary any provision of these Rules that is found to be invalid by a court of competent jurisdiction shall be deemed to be struck out from these Rules.

18. CONSIDERATION

The Contestant agrees that the ability to participate in the Contest and to compete for the prizes offered

in connection with the Contest constitute, where required, sufficient consideration for the Contestant's obligations under these Rules.

Please retain a copy of these Rules for your records.

Still have questions? Read our Contest FAQs.