

# "IN WITH YOU" STAMP SET DESIGN CHALLENGE

## Terms and Conditions

**Important:** *By participating in "In With You" Stamp Set Design Challenge (the "Contest"), you unconditionally agree to be bound by the Terms and Conditions below and represent that you satisfy all eligibility requirements. This Contest is void where prohibited by law, regulation, rule or authority.*

**NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN A PRIZE.** Making a purchase does not increase your chances of winning.

**1. SPONSOR:** Stampin' Up! Inc., 12907 South 3600 West, Riverton, UT 84065 ("Stampin Up!" or "Sponsor").

**2. ENTRY PERIOD:** The Contest begins on June 17, 2013, and ends at 11:59 PM Mountain Time on July 15, 2013 (the "Entry Period"). All entries must be submitted by 11:59 PM Mountain Time on July 15, 2013.

**3. ELIGIBILITY:** The Contest is open to legal residents of the United States, including the District of Columbia, APO/FPO, and Puerto Rico. In addition, any legal resident of Canada (**excluding** Québec) is eligible to participate in the Contest. Demonstrators must be in compliance with their Demonstrator Agreement in order to participate.

This is a Contest, and the rules in your state and/or country of residence govern your participation in the Contest. For Entrants residing in the United States, the District of Columbia, APO/FPO, or Puerto Rico, all actions, proceedings, arbitration, dispute resolution or litigation relating to this Contest shall be instituted and prosecuted solely in the State of Utah, Salt Lake County. For Entrants residing in Canada, this Agreement shall be governed in accordance with the laws of the Province of Alberta, including the conflicts of law principals of Alberta. The sole and exclusive venue for any litigation or informal dispute resolution shall be the city of Calgary, Province of Alberta, Dominion of Canada. Employees, officers, and directors of Stampin' Up! and its affiliate companies and their immediate families are not eligible to participate. All entries which are prohibited by applicable law shall be deemed void. Stampin' Up! reserves the right to verify all eligibility requirements. Contest is subject to all applicable federal, state, and local laws and regulations.

**4. HOW TO ENTER:** Submissions are only accepted online.

Visit <http://inwithyou.ideascale.com> (the "Contest Website") for instructions on how to enter the Contest, which will require registration and uploading your artwork by following the directions. Images must be submitted in a single JPEG or PNG file with a minimum resolution of 800 ppi. Entries are complete when Entrant's artwork (the "Submission") has

been successfully uploaded. Sponsor reserves the right, in its sole discretion, to immediately disqualify, without notice, any and all Submissions that do not comply with these requirements. No communication or correspondence will be exchanged with Entrants except with those whose Submissions are selected as winners.

**5. REPRESENTATIONS AND WARRANTIES:** By participating in the Contest, each Entrant represents and warrants that: (i) the Submission is original to the Entrant, and all right, title, and interest (including but not limited to copyright) therein is exclusively owned by the Entrant to the full extent necessary to enable Stampin' Up! to use the Submission as contemplated by these Terms and Conditions; (ii) the Submission does not contain any material that is libelous, defamatory, profane, or obscene; (iii) the Submission does not contain any material that promotes bigotry, racism, hatred, or harm against any group or individual or that promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; (iv) the submission does not contain any material that is unlawful or in violation of the laws or regulations of the jurisdiction where the Submission is created; (v) the Submission does not infringe upon the intellectual property or other statutory or common law rights of any third party (including but not limited to copyright, trademark, personality, or privacy rights); (vi) Stampin' Up!'s use and re-use of the Submission in accordance with the terms set out herein will not infringe or violate the rights of any third party (including copyright), or require any payment to or consent/permission from any third party; and (vii) the Submission has not been previously exploited or published in any form, and no rights in or to the Submission have been granted, pledged, or assigned to any third party which would interfere with or derogate from the rights granted to Sponsor hereunder.

## **6. USE OF SUBMITTED IDEAS AND ARTWORK**

**Winning Submissions:** Except where prohibited by law, each Entrant agrees that if Entrant's Submission is selected as a winning Submission, all rights in and to such Submission (including but not limited to moral rights and intellectual property) become the sole property of Stampin' Up! and each Entrant irrevocably assigns and transfers to Stampin' Up! any and all rights, title, and interest in and to the Submission including, but not limited to, all intellectual property rights. By submitting artwork which is part of any Submission selected as a winning Submission, Entrant grants Stampin' Up! the right to use the artwork to produce stamp sets incorporating the artwork, including the right to edit, adapt, and/or modify the artwork in any way without territorial, time, use, or any other limitations, and to the right to advertise products which incorporate the artwork in any and all media worldwide without further compensation to the Entrant.

**Non-Winning Submissions:** The copyright in any Submission that is not selected as a winner shall remain the property of the Entrant, but entry in this Contest constitutes Entrant's irrevocable, perpetual permission and consent to Sponsor, without further

compensation or attribution, to use, reproduce, print, publish, transmit, distribute, adapt, enhance, or display the Submission for editorial, advertising, and publicity purposes, in any and all media now in existence or hereinafter created, throughout the world, for the duration of the copyright in the Submission. The Entrant also consents to the Sponsor doing (or omitting to do) any acts in respect of the Submission which may otherwise constitute an infringement of the Entrant's moral rights.

Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with the uses described in this Section 6. Nothing in these Terms and Conditions limits, excludes, or modifies or purports to limit, exclude, or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void. Subject to the limitations in the preceding sentence, Sponsor excludes from these Terms and Conditions all conditions, warranties, and terms implied by statute, general law, or custom.

**7. VOTING AND SELECTION OF WINNERS:** All eligible entries submitted to Stampin' Up! will be available for public viewing and comment on the Contest Website. You are invited to register at the Contest Website and vote for your favorite Submissions. The three (3) Submissions receiving the highest number of votes during the Voting Period (June 17, 2013 to July 15, 2013) will be declared the winners. Voting Limit: Each voter may vote for as many submissions as they like but may only vote for each submission one (1) time. Votes that are generated by script, macro, or other automated means will be void. Entrants are prohibited from manipulating or tampering with votes or otherwise obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to voters. Any Entrant found to have done or attempted to do any of the foregoing shall be immediately disqualified from the Contest. It is acceptable to invite your friends to vote for your submission.

**8. PRIZES:** The following prizes will be awarded to the Entrants whose submissions receive the most votes during the Voting Period.

**1st place:** \$200 US/\$200 CAN Visa Gift Card

**2nd place:** \$150 US/\$150 CAN Visa Gift Card

**3rd place:** \$100 US/\$150 CAN Visa Gift Card

Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. All taxes, fees, and surcharges on prizes are the sole responsibility of the prize winner.

**9. WINNER NOTIFICATION:** Winners will be notified via e-mail on or before July 31, 2013. To receive a written copy of the Terms and Conditions and/or the names of the Contest

winners, send your request and a self-addressed and stamped return envelope to Compliance, Stampin' Up! Inc., 12907 South 3600 West, Riverton, UT 84065. Requests must be received no later than July 31, 2013. Vermont residents may omit return postage. A list of the winners will be posted to the Contest Website for at least one (1) month after the winners are announced.

**10. INTERPRETATIONS & DISPUTES:** Entrants agree to be bound by these Terms and Conditions and Sponsor's interpretation thereof. All interpretations of the Terms and Conditions and other Contest materials shall be made at the sole discretion of Sponsor. Such ruling shall be final and binding, and no communication or correspondence will be exchanged with Entrants regarding such ruling(s) unless otherwise required by law. These Terms and Conditions and this Contest are governed and controlled by the laws of the State of Utah, applicable to contracts made and performed therein without reference to the applicable choice of laws or provisions.

**11. TERMINATION OF CONTEST:** Except where prohibited by law, Sponsor reserves the right, in its sole discretion, to modify, limit, or terminate this Contest and to change the Terms and Conditions in the event of any act, occurrence, or reason that it believes would corrupt the integrity, administration, or fairness of the Contest.

**12. GENERAL LIABILITY RELEASE:** By entering this Contest, Entrants release, discharge, and hold harmless Stampin' Up!, its respective parents, affiliates, subsidiaries, advertising agencies, and other individuals engaged in the development or execution of this Contest, from any liability, claims, losses, and damages arising out of or relating to their participation in this Contest or the acceptance, use, misuse, or possession of any prize received in this Contest, and waive all claims and causes of action arising from or related to this Contest.

**13. PRIVACY AND USE OF PERSONAL INFORMATION:** By participating in the Contest, each Entrant grants Stampin' Up! the right to use his/her name, mailing address, telephone number, and e-mail address (collectively, "Personal Information") as follows: (i) for the purpose of administering the Contest, including but not limited to contacting and announcing the winners; (ii) for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law, such use shall only be with respect to the Entrant's name, city and country, state, province or territory of residence; and (iii) for the purpose of contacting an Entrant with respect to the submission of additional artwork unrelated to the Contest, at Stampin' Up!'s sole discretion. Stampin' Up! will use the Entrant's Personal Information only for identified purposes, and will protect the Entrant's Personal Information in a manner that is consistent with Stampin' Up!'s privacy policy located online on our US website at <http://www.stampinup.com/home/terms-of-use> and on our Canadian website at [http://www.stampinup.com/home/en-CA/terms-of-use\\_ca](http://www.stampinup.com/home/en-CA/terms-of-use_ca), Entrants have the right to access,

review, rectify, or cancel any personal data held by Stampin' Up!' by writing to: Compliance, Stampin' Up! Inc., 12907 South 3600 West, Riverton, UT 84065.

**14. MISCELLANEOUS:** Sponsor is not responsible for late, lost, garbled, damaged, incomplete, delayed, undelivered, or misdirected entries; delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms; or computer, technical, human, or other errors relating to or in connection with the Contest, including, without limitation, inability to access any website associated with the Contest, errors which may occur in the administration of the Contest, the processing or judging of entries, the announcement of the prizes, or in any Contest-related materials. If any terms or provisions of the Terms and Conditions are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.