

2018 A DANCE PLACE ANNUAL SPRING RECITAL

# T-SHIRT DESIGN CONTEST

OFFICIAL CONTEST ENTRY FORM & RELEASE WAIVER



## OFFICIAL CONTEST ENTRY FORM

Name:

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Dance Place Studio Location Enrolled At:

\_\_\_\_\_

Parent/Guardian Name:

\_\_\_\_\_

Date of Birth: : \_\_\_\_\_

Email:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

TO PARTICIPATE IN THE CONTEST, EACH ELIGIBLE ENTRANT MUST HAVE A PARENT OR LEGAL GUARDIAN ACCEPT AND AGREE TO COMPLY WITH CONTEST RULES BY SIGNING AND SUBMITTING THIS OFFICIAL "CONTEST" ENTRY FORM AND "CONTEST" "RELEASE AND WAIVER" ATTACHED ON THE BACK OF THIS DOCUMENT. BY SUBMITTING A SUBMISSION AND "CONTEST" ENTRY FORM AND "RELEASE WAIVER" ENTRANT'S PARENT OR LEGAL GUARDIAN HAS PROVIDED CONSENT TO PARTICIPATE IN THE "CONTEST", IT BEING UNDERSTOOD THAT SUCH PARENT OR LEGAL GUARDIAN REPRESENTS, ON BEHALF OF EACH ENTRANT, THAT HE/SHE (THEY) IS (ARE), IN FACT, ACTING IN SUCH CAPACITY AND AGREES TO ALL TERMS SET FORTH IN THE OFFICIAL RULES, AS WELL AS TO INDEMNIFY, SAVE AND HOLD HARMLESS EACH AND ALL OF THE PARTIES HEREIN REFERRED TO ABOVE AS RELEASEES FROM ALL LOSS, LIABILITY, DAMAGE, COST OR CLAIM WHATSOEVER THAT MAY BE IMPOSED UPON SAID RELEASEES ARISING OUT OF OR IN CONNECTION SUCH ENTRANT'S PARTICIPATION IN THE CONTEST. IF YOU DISAGREE WITH THE TERMS OF THE OFFICIAL RULES, DO NOT ALLOW YOUR CHILD OR WARD TO SUBMIT A CONTEST ENTRY FORM OR SUBMISSION AND/OR DO NOT ALLOW YOUR CHILD OR WARD TO PARTICIPATE IN THE CONTEST. RECEIPT OF A SUBMISSION AND CONTEST ENTRY FORM SHALL BE EVIDENCE OF ENTRANT'S PARENT OR GUARDIAN'S ACCEPTANCE (ON BEHALF OF ENTRANT) OF ALL TERMS CONTAINED IN THE 2018 A DANCE PLACE ANNUAL SPRING RECITAL T-SHIRT DESIGN CONTEST OFFICIAL RULES.

Signature Parent/Guardian):

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Date Signed:

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# 2018 A DANCE PLACE ANNUAL SPRING RECITAL

## OFFICIAL CONTEST ENTRY FORM & RELEASE WAIVER

# RELEASE WAIVER

### 2018 A DANCE PLACE ANNUAL SPRING RECITAL T-SHIRT DESIGN CONTEST OFFICIAL RULES

By participating in this contest, artists, and their parents and guardians, accept and agree to comply with these Rules.

**OFFICIAL RULES:** The "2018 A DANCE PLACE ANNUAL SPRING RECITAL T-SHIRT DESIGN CONTEST" (the "Contest") is sponsored by A Dance Place, 955 52nd Avenue Ct, #100, Greeley, CO 80634 ("A Dance Place" or "Sponsor"). Contest is governed by these official rules. By participating in the Contest, each entrant and their respective parents and guardians agree to these official rules, including all eligibility requirements, and understands that the results of the Contest are final in all respects. The Contest is subject to all federal, state and local laws and regulations and is void where prohibited by law.

**ELIGIBILITY:** The Contest is only open to individuals who are actively enrolled as a student of A Dance Place ("Sponsor") on or before January 1, 2018, who are Six (6) to Fifteen (15) years of age at the time of Contest entry with parent or guardian consent. Immediate family members and anyone living within the same household of employees, officers and directors of Sponsor and its respective parents, subsidiaries, consultants, agents and suppliers, (collectively, "Contest Entities") are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of any winner. Only one (1) entry per individual allowed. All entries must be the entrant's original, unpublished, and previously unproduced work. **CONTEST PERIOD:** The Contest runs from February 1, 2018 at 12:01 am MST and ends March 15, 2018 at 11:59 pm MST ("Contest Period"). The contest will have two (2) phases including the submission phase and the voting phase. The submission phase will run through March 1, 2018. The voting phase will begin on March 5, 2018 and run through March 10, 2017. Winner will be notified and the winner will be announced on or before March 15, 2018. **ENTRY:** Before entering, all eligible contestants MUST have a parent or legal guardian sign the release and waiver attached to the official entry form. Official release and waiver and official entry forms can be obtained by visiting any of the four (4) Northern Colorado locations of A Dance Place during stated business hours listed here:

<https://www.adanceplace.com/contact-us/>. Artwork submitted for entry must be smaller than 15MB in size. Designs can include up to 4-colors, not including the base color of the shirt and must include the official event theme "Toy Box" within its contents. All submissions must be in vector PDF, JPEG, Adobe Illustrator or .EPS format. Any other file format will not be accepted. Use of the following the following ("Sponsor") slogan is permitted: Where Every Child Has A Spotlight. Entrants may craft their own language and slogan. Use of A Dance Place logos provided is limited to the terms outlined herein; use of individual brand artwork or other trademarked content not provided is prohibited. **By entering**, the parent or guardian of the artist acknowledges, agrees, and understands that the winning design will become the exclusive property of the A Dance Place which retains exclusive rights to the reproduction of the design and the submitting artist relinquishes all rights to such design. **By submitting** the artwork on behalf of the child, parents and guardians acknowledge that the entry design is: (a) wholly original by the child; (b) does not incorporate or include any material that would require the consent of any third party; and (c) does not violate any copyright, trademark, publicity right, privacy right, or any other right of any third party. A Dance Place preserves the right to use, publish, copyright, edit, composite, scan, duplicate, alter the entry design for any purpose which it deems necessary or desirable, without the need for any further compensation, and/or permission. Receipt of entries will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt. Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, mutilated, garbled, postage-due or misdirected entries, which will be disqualified. All entries become the exclusive property of Sponsor and will not be returned. If a potential winner cannot be contacted or prize notification is returned as undeliverable, that potential winner may be disqualified and an alternate winner selected. **DEADLINE FOR ENTRIES:** All entries must be received no later than Thursday, March 1, 2018 via email to: [amber@adanceplace.com](mailto:amber@adanceplace.com). Entries received after March 1, 2018 will not be considered for the voting round. Please read complete contest rules before sending in your entry **WINNER SELECTION:** Selection of winner: All entered designs will be screened by A Dance Place staff. The winning entry will be judged based upon (1) Authenticity in design, (2) Creativity in execution, and (3) Distinct representation of the official 2018 A Dance Place Annual Spring Recital theme "Toy Box". Judgment of a winner shall be in the sole and absolute discretion of Sponsor and shall not be subject to dispute, protest, contest or claim by artists, parent(s), guardians, entrants or other ineligible sources. The winner will be contacted by Sponsor according to the contact information provided by that entrant. If a potential winner cannot be contacted or prize notification is returned as undeliverable, that potential winner may be disqualified and an alternate winner selected. **PRIZE:** One winner will be selected to have their design featured on the 2018 A Dance Place Annual Spring Recital t-shirts for the 2018 dance year. This final design will also include the artist's signature as part of the printed image. The winning artist will also receive one (1) free, complimentary t-shirt printed with their contest winning design (Youth sizes XS, S, M, or L or Adult sizes: S, M, L, XL) Prize does not include compensation of any other kind including but not limited to: monetary, transportation, accommodations, food, medical or other incidentals required for prize redemption. Prize is non-transferable. Prize cannot be used in conjunction with any other promotion or offer. No substitution or cash equivalent of the prize is permitted. Winner is not entitled to the difference between the approximate retail value and the actual value of any prize. Any attempt to damage the content or operation of the Contest is unlawful and subject to legal action by Sponsor or its agents. Sponsor reserves the right to terminate, withdraw or amend the Contest or disqualify any entry for any reason and without notice including, without limitation, if Sponsor suspects tampering has occurred, voiding the entries at issue or terminating the Contest and selecting a winner from among that portion of the Contest that has not been compromised, if any. Sponsor will not replace prize if lost or stolen. Sponsor and any telephone network, internet host or service providers are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any web site or online service or any other error, human or otherwise. **SEVERABILITY:** When any provision of these Official 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 Official Rules remain in full force and effect. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** By entering the Contest, Each entrant and their respective parents and legal guardians agree to INDEMNIFY, release and hold harmless Sponsor and all its officers, directors, employees, representatives and agents from any liability, damages, losses or injury resulting in whole or in part, directly or indirectly, from entrants participation in the CONTEST and the acceptance of any prize won. The CONTEST ENTITIES DO NOT make any warranties, express or implied, as to the condition, fitness or merchantability of any of the prizes. each entrant agrees to execute any document containing the terms and conditions of these official rules. SPONSOR AND ITS officers, directors, employees, representatives and agents DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST. **PUBLICITY:** By submitting an entry, winner grants Sponsor and those acting under its authority permission to use the winner's name, likeness, or comments for advertising and publicity purposes without payment of additional consideration, except where prohibited by law. **INTERPRETATION:** In the case of any dispute about the interpretation of the Rules, A Dance Place decision as to the interpretation shall be final and Contestant shall be bound by A Dance Place decision. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of entrants and the Contest Entities in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the United States, the State of Colorado, without giving effect to any choice of law or conflict of law rules or provisions. Entrant agrees that: (1) 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 United States District Court for the County of Weld or appropriate Colorado state court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event including attorneys' fees, disbursements or court costs; and (3) 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 costs

Signature Parent/Guardian):

Date Signed:

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