



# Official Rules for APS-FH "BE KIND TO ANIMALS" Writing Contest

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APS-FH's "BE KIND TO ANIMALS" writing contest runs from May 3-June 30, 2010 for kids grades K-12. When writing your entry, please keep the following in mind:

- All entries should be written in English with correct spelling and grammar.
- The essay or poem must be original and should not exceed 1,000 words in length.
- Essays and poems will be judged by APS-FH board based on creativity, writing style, grammar, and spelling.
- Winners will be selected on or about July 2010.

## **Contest Rules:**

*For a complete set of the official rules, please scroll down this page.*

**1. ELIGIBILITY:** This Contest is open only to legal residents of the U.S. who are grades K - 12.

**2. HOW TO ENTER:** All entries must be completed and received by APS-FH on June 30, 2010. Limit one entry per person. Entries must be mailed to APS-FH with "Animals Contest" in the subject line. Address:: Animal Protection Society Friday Harbor, PO Box 1355, Friday Harbor WA 98250.

A complete entry must include:

- Child's name
- Child's age and grade level
- Child's mailing address

- E-mail address of the child's parent or guardian.  
(to be contacted only if child should be chosen as a winner)

Incomplete entries are void. All entries become the property of APS-FH and may not be acknowledged. All entries will not be returned, make yourself a copy. APS-FH assumes no responsibility for lost, late, misdirected, or illegible entries.

**3. JUDGING:** All entries should be written in English with correct spelling and grammar. The essay or poem must be original and should not exceed 1,000 words in length. Essays and poems will be judged by APS-FH Board based on creativity, writing style, grammar, and spelling. Winners will be selected on or about July 2010.

**4. PRIZES:** Entries will be sorted into three categories by age group: 5-8; 9-14; 15-18. There will be one grand prize winner and 2 honorable mention winners selected in each age group category. The winning entries may be published on the APS-FH Website, the APS-FH newsletter or promotional advertising for the APS-FH. Winners will be notified via phone with information needed for picking up their prize.

ACTUAL PRIZES WILL BE ANNOUNCED BY 15 MAY 2010.

**5. GENERAL CONDITIONS:** Winners and their parents or legal guardians grant APS-FH the right to use and publish their first name and winning essay or poem online, or in any other media, in connection with the Contest.

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### Complete Official Rules

The "Be Kind to Animals Writing Contest" (the "Contest") is intended for participation only in the United States and shall be construed according to, and governed exclusively by, United States law. Do not participate in the Contest if you are not a legal resident of the United States physically located in the United States at the time of entry, or do not fall within the eligibility requirements set forth in the Official Rules below.

No Purchase Necessary

**DESCRIPTION OF THE CONTEST.** The "Be Kind to Animals Writing Contest" (the "Contest") is sponsored by APS-FH ("Sponsor"). The Contest provides entrants with the opportunity to write an original essay or poem about an animal of their choice, and if selected as the winning submission, receive the "Prize Package" described below. "Story Submissions" (defined below) will be accepted email beginning on May 3, 2010 and the submission period is scheduled to end on June 30, 2010 at 12:00 midnight EST. (Such entire period of time referred to herein as the "Submission Period"). By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

**WHO MAY ENTER.** The Contest is open only to those legal residents of the United States who are in grades K - 12 at the time of entry. If your parents work for Sponsor, you are not eligible to enter or win. The Contest is void where restricted or prohibited by law.

**HOW TO ENTER.** To participate in the Contest, each entrant must visit the [www.apsfh.org](http://www.apsfh.org) website (the "Website") to find an official contest entry rules, and each entrant must follow the submission instructions. To submit an essay or poem, mail the submission to APS-FH. All emailed story submissions must be received by the end of the Submission Period to be considered. Each submission that is entered into the Contest must meet the following "entry Submission Requirements" (any essay or poem that, in Sponsor's good faith judgment, violates the following criteria will be disqualified): (a) The essay or poem must be written in the English language, and must not exceed one thousand (1,000) words (approximately two pages); and (b) The essay or poem must be the submitting entrant's original, previously unpublished work. No substitutions of new drafts or corrected pages for story entries will be accepted under any circumstances once the original story is submitted for consideration. Stories that are obscene, pornographic, libelous or otherwise objectionable will not be accepted.

**WINNER SELECTION.** Sponsor is looking for stories that are entertaining and have a creative description of taking care of an animal or animals. At the end of the Submission Period, Sponsor will select at least one (1) of the submitted stories as the Grand Prize Contest winner (such winner's story being referred to herein as the "Grand Prize Winning story") for each

of the three age groups for a total of three (3) Grand Prize Contest winners. The Sponsor will choose two (2) of the submitted stories as the Honorable Mention Contest winners in each of the three age groups for a total of nine (6) Honorable Mention Contest winners. The determination of the Contest winners shall be made by Sponsor in its sole discretion, and such determination shall be final and binding. The Grand Prize Winning stories and Honorable Mention stories may be posted on the APS-FH Website.

**GRAND PRIZE.** The three (3) Grand Prize winners will receive TO BE ANNOUNCED. Check back for update.

**RULES GOVERNING WINNERS:** The Grand Prize winners and Honorable Mention winners will be notified directly or through his or her parents by phone following the determination of winner(s) at which time a parent or legal guardian will be required to sign a permission form allowing Sponsor to grant prizes to winner(s). Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. By accepting a prize, the winners agree that Sponsor may, without any limitation or further compensation, use his or her name, screen name, voice and/or likeness in any and all media for the purpose of advertising and promoting the Website, the Contest, or any other promotion, contest or sweepstakes sponsored by the Promotion Entities.

**DATES & DEADLINES / ANTICIPATED NUMBER OF CONTESTANTS.** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of contestants who will participate in the Contest.

**OWNERSHIP.** By entering your story submission in the Contest, you acknowledge and agree that: (a) Sponsor will own all essay or poem submissions entered by you in the Contest or otherwise uploaded to the Website, and (b) as between you and Sponsor, Sponsor will own all publishing rights in and to the story submission. Each entrant into the Contest hereby irrevocably grants, transfers, sells, assigns and conveys to the Sponsor, its successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, all music and music publishing rights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the story submission(s) for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised (the "Rights"). Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter, the story submission(s) for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have in the story submission(s) submitted by him or her. Each entrant hereby acknowledges that such entrant does not reserve any rights in and to the story submissions.

**REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION.** Each person who enters this Contest represents and warrants to Sponsor as follows: (i) the essay or poem submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the story submission is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the story submission neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) the story submission does not and will not violate any applicable laws, and meets the Submission Requirements set forth above. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

**FURTHER DOCUMENTATION.** If Producer shall desire to secure additional assignments in order to effectuate the purposes and intents of this Agreement, then each entrant agrees to sign the same upon Sponsor's request therefore.

**NO OBLIGATION TO USE.** Sponsor shall have no obligation (express or implied) to use the winning story submission, or to otherwise exploit the winning story submission or continue the development, production, distribution or exploitation thereof, and Sponsor may at any time abandon the use of the winning story submission for any reason, with or without legal justification or excuse, and the Grand Prize winner shall not be entitled to any damages or other relief by reason thereof.

**NATURE OF RELATIONSHIP / WAIVER OF EQUITABLE RELIEF.** Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's story submission to Sponsor for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's story submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the story submission and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material that has or may come to such Promotion Entity from other sources. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the entrant's copyright in and to the story submission. Finally, each entrant acknowledges

that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any story submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Picture or any other production based on or allegedly based on the story submission, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**IMPORTANT. PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY.** By entering the Contest, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant acknowledges and agrees that the Promotion Entities are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (I) incomplete, lost, late, misdirected or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, or otherwise, that may limit an entrant's ability to participate in the Contest; (ii) any injury or damage resulting from participation in the Contest and/or the use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy, or the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Sponsor assumes no responsibility for any damage to an entrant's computer system which is occasioned by accessing the Website or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information

**FORCE MAJEURE.** In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the control of the non-performing party (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend, or terminate the Contest.

**INTERNET PROVISIONS.** Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. Entries will be deemed VOID if incomplete or illegible. Sponsor reserves the right to modify, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Contest.

**LIST OF WINNERS:** The names of the winners of this Contest will be posted in the Journal of the San Juans once such winners have been selected.

**SPONSOR:** APS-FH