

Official Rules

School Gear Swag Design Challenge

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

*The School Gear Swag Design Challenge is open September 25, 2024 12:00 pm (noon) EST with submissions open September 27, 2024 through ~~November 29, 2024 11:59:59 pm EST~~
Deadline extended to January 1, 2025*

1. Eligibility:

The School Gear Swag Design Challenge (hereafter "Competition") is offered only to individuals who are legal residents of the 50 United States and District of Columbia who are at least 13 years old and not older than 18 at the time an entry submission is actually submitted in accordance with Rule 8 below. Employees, officers, directors and advisors of EduNetwork Partners, Inc. ("ENP" or "Administrator"), HIT Promotional Products employees and their respective parents, affiliated and subsidiary companies, advertising and promotion agencies, Competition judges, web masters and web suppliers, persons engaged in the development of the Competition and Competition materials and members of the immediate family (parents, siblings, children [natural, adopted, foster] and spouse, wherever they reside) or household members (whether or not related) of such employees, officers, directors and advisors are not eligible. By participating, you agree (and if you are a minor in the jurisdiction in which you reside, your parent/legal guardian agrees) to these Official Rules and all the decisions of Administrator, which are final and binding in all respects. In the event you are chosen as a potential winner your parent/legal guardian will need to execute a formal acknowledgment and agreement to these rules in order for you to become the official winner. Void where prohibited.

2. Competition Period:

Competition begins on 9/25/24 at 12:00 Noon (ET) and ends on ~~11/29/2024~~ **1/1/2025** at 11:59:59 pm (ET). The Competition computer is the official timekeeping device for the Competition.

3. How To Participate:

You may participate in the Competition by going to: <https://swagdesigncontest.com> clicking on "Challenge" and following instructions found on the website (hereinafter "the Website"). When you access the Website, you will be asked to select a username and password. You will also be asked to enter your parent's email address when you sign up. Please notify your parent/legal guardian that you have signed up with the Website and they will have the option to opt you out of the Website at their discretion, in which case you will no longer be allowed to enter the Competition. When you have selected the username and password you will be assigned an account. You may proceed to your

assigned Entry Workspace and you can develop your Competition materials and potential submission. If you are not pre-registered, once you have signed up for an account with a password, you will be taken to a page where you can click on an icon, banner, or text link to develop your entry. When you enter the Competition, you will be asked for the name(s) of your idea entry. You may then develop the Competition materials and potential submission. Please note that only the person who starts the entry will have access to edit and submit the entry.

4. Competition Online Entry Workspace:

By following the instructions on the Website, you will be able to store materials you are working on for your entry(s) (for example: the name, a written description and/or graphic material of your design (all as defined below), access those materials, change, alter and modify them to refine and build your entry at any time or times until you are ready to submit your entry. By having and using a Workspace, however, you are under no obligation to submit material into, or enter, the Competition. **Until such submission, a) Administrator will have no access to your Workspace or the work in your account, and b) you can remove your work at any time prior to submission.**

5. About Usernames/Passwords/Account:

When you access the Website to work in your account or to participate in the Competition, you must log in using your username and password. If at any time you forget your username or password, you may gain access to your username and password by contacting: “support”. You are solely responsible for the security of your username and password. You should take precautions to keep your username and password private to prevent unauthorized use. Neither ENP nor any other person or entity will be responsible for any losses, damages or consequences you may suffer due to careless or unauthorized use of a username or password. If you submit more than one Idea/Entry (as defined in Rule 6 below) all of your Idea/Entry(s) should be accessed using the same UN/PW & Workspace. When you access your Workspace, follow the directions to access the particular Idea/Entry on which you wish to work. It is your sole responsibility to ensure that the Idea/Entry materials you store and work on for each of your Idea/Entry are stored and worked on properly. You may also request assistance by clicking “**support**”.

6. The Competition Entry:

An entry must be a new, original design entry developed by the entrant (individual). The Entry must have been conceived by the entrant and be the sole and original work of the entrant.

The Entry must:

a. be within a defined Competition category – specifically:

- a Back Pack,
- a Cross Body Bag
- or Lunch Bag.

b. be a new and unique Entry that can be a photo or Cad drawing or sketch. The graphic material can only be accepted in .tif, .jpg, .gif, .png, .docx, .pdf, .pptx, .txt, .rtf, .xlsx, .bmp, .png, .mov, .mp4 or .wmv formats. c. be the sole and original work of the entrant or entrants.

The Entry cannot:

- a. be currently, or previously, from an existing design;
- b. be lifted or copied from another design from a current or previously marketed item.
- c. be for a design (or part thereof) which is already protected by patent or copyright unless the patent or copyright is owned by the entrant, or the patent or copyright is about to expire; or
- d. include entry materials, image uploads, or use of the site that are considered inappropriate or offensive in any way (as determined by Administrator, in Administrator's sole opinion).
- e. Hit or ENP may disqualify any entry for suspicion of IP infringement. Copying existing designs or ideas from other sources is prohibited. Hit or ENP may disqualify any entries, in its sole discretion, if either company suspects IP infringement issues..

7. Creating the Competition Entry:

Your Entry must be submitted through the Competition Entry Workspace on the Website that was established in accordance with Rule 3 above. You may access the Competition Entry Workspace directly by following instructions on the Website. Your Entry materials must fully complete the official Competition Entry questions found at the Competition. While you can include any information you wish in the description, ALL questions must also be completed and typed in the "Competition" Workspace accessible via your username and password. There is a limit of 300 words per answer to the main description. You may also include an original drawing, a photograph, an original illustration and, by following the online instructions, store it in your Workspace. The graphic material can only be accepted in .tif, .jpg, .gif, .png, .docx, .pdf, .pptx, .txt, .rtf, .xlsx, .bmp, .png, .mov, .mp4 or .wmv formats. Graphic material cannot picture or depict any person or the trademark, trade dress or product of any third party. There is a limit of 3 pieces of graphic material per Entry. Dimensions for parts of the design should be included and compartments should be explained as to their proposed contents.

8. Entry Submissions:

When you have completed your Entry, and are satisfied that it contains answers for all questions fully and includes the supplemental material that best illustrates your design, click on the "submit" button. When you click on the submit button your Entry will be submitted. While you can change, alter or modify your Entry **before it is submitted** (while it is in your Workspace in edit mode), once an Entry is submitted it cannot be changed, altered or modified for any reason or in any way, whatsoever. You may keep a 'read only' copy of your Entry, which has been locked in your Workspace for archival purposes. By submitting an Entry you (and your parent/legal guardian if you are a minor) warrant and represent, to the best of your knowledge, that the Entry, and your submission thereof to the Competition, (1) does not violate any law, regulation or right of any third party, including but not limited to patent, copyright, trademark or other

intellectual property or sui generis right, (2) that the Entry does not violate any fiduciary relationship or violate any agreement you may have, (3) that the Entry is your own sole and original idea, and (4) that the Entry does not contain any virus, bugs or other deleterious material. Entries must be received and recorded by the ENP's administrator's Competition computer by November 29,2024; 11:59:59 pm (ET). Please click, '**support**' for assistance.

There is no limit on the number of Entry submissions from any entrant, but each must be submitted separately. All Entries from a particular entrant must be unique as solely determined by ENP. Each user may have only one username and password. Any Entry that, in the sole opinion of ENP, is considered inappropriate, offensive or not suitable for publication will be ineligible. Once an Entry is submitted it is the sole responsibility of the entrant to keep his/her contact information, and that of his/her parent/legal guardian, current. Sponsor is not responsible for any failure to contact an entrant or his/her parent/legal guardian if their respective contact information is not current. To update contact information, please click "**support**'

Entries once submitted become the property of ENP and will neither be acknowledged nor returned.

9. Judging:

There will be three (3) rounds/phases of judging:

Upon registration in the Competition entrant will be given access to questions which must be fully completed for their Entry to be eligible.

Round/Phase 1 of judging is the initial evaluation screening – during which judges will evaluate and confirm each Entry's compatibility with design theme, as well as whether it is a real Entry (meets basic Entry criteria and makes sense). All answers must be fully complete and submitted, received and recorded by the Competition computer in accordance with the directions on the questions and no later than November 29,2024; 11:59:59 pm (ET) or the Entry will be disqualified.

At all times, and in every instance, any entrant whose Entry materials, image uploads or use of the site is considered inappropriate in any way will be immediately and permanently disqualified.

If an Entry is determined by the Administrator and the evaluators as eligible in accordance with the Competition theme, is deemed a valid Entry and is received and recorded by the published deadline, it will be considered an 'active' Entry and proceed to Round/Phase 2.

Round/Phase 2 of judging is the 'active evaluation screening' – during which judges will evaluate eligible Entry submissions with a focus on the rubrics published in the website for each of the categories. All Entries will be reviewed by a minimum of two (2) separate qualified judges. The ten (20) top scoring active Entry individual submissions (provided that there are at least 20 active Entry individual submissions having received the highest compiled scores in this phase, and therefore deemed to be semifinalists of this Competition, will proceed to the semifinal round of judging, Round/Phase 3.

The potential semifinalists, as decided in Round/Phase 2 of the judging as

outlined above, (and semifinalist's parent or legal guardian if semifinalist is a minor) will be required to complete, sign and return an Affidavit of Eligibility and a Liability Release within the time stated on the notification. If documents are not returned timely, or if the documents are returned as non-deliverable, or if a semifinalist is found to be ineligible or otherwise not in compliance with these Official Rules, the semifinalist and the semifinalist's Entry will be disqualified, all rights to the semifinal and grand prize will be forfeited and an alternate semifinalist will be selected.

Round/Phase 3 – Final Round Judging will be completed by a panel of qualified Sponsor and Administrator appointed judges, who will evaluate the Entries that advanced from Round/Phase 2 using the (above) criteria to determine the top one (1) individual scoring Entry who will be named the Grand Prize Winner in this Competition. In addition, the next top two (3) Individual scoring Entries and will be named Runner-Up Winners in this Competition.

There is no assurance that the winning and finalist's designs will be produced in any form. Any design ideas and elements that are submitted become the property of ENP and Hit Promotional Products.

Participants will be disqualified if they infringe on other Intellectual Property by copying a design or design elements. We are reiterating these disqualification reasons because infringement of any other person's intellectual property is a serious offense. It is the sole discretion for such disqualification by ENP and/or Hit if we believe the submission is not the original design from the entrant.

Special Note: Being declared the winner or obtaining any ultimate prize is subject to execution of an IP assignment agreement.

10. PRIZES AND APPROXIMATE RETAIL VALUES:

Grand Prize (1 Individual): Individual will be awarded a \$500 US Savings Bond.

Runner-Up Prize (2 Individuals): Individual will be awarded a \$250 US Savings Bond.

All Finalists will have the opportunity to participate in ongoing Focus Groups AKA "HIT THINK TANKS". This will be totally voluntary chance to interact with top designers and executives employed at HIT. During these on-line video HIT Think Tanks, finalists will be able to provide opinions on products, their design and usability for young people. This experience can be documented on the finalist's school resume.

11. General Conditions:

Participants (and participant's parent/legal guardian if participant is a minor) hereby: (1) grant to ENP a non-exclusive, perpetual license to receive, reproduce, distribute, display and otherwise process submitted data, materials and information, and to evaluate same, in connection with the Competition; and (2) agree (a) that ENP and HIT Promotional Products, their respective parents, subsidiaries and affiliated companies, advertising and promotion agencies and all of their respective officers, directors, trustees, employees, representatives, advisors and agents (individually and collectively the "Releasees") are released, will have no liability whatsoever for and shall be held harmless by participants (and a participant's parent/legal guardian, if participant is a

minor) against any liability for any injuries, losses or damages (whether due to negligence or otherwise) of any kind to person(s), including death, or property, or for breach or failure of any representation, warranty or obligation, or for infringement of rights of intellectual property, publicity or privacy, defamation, or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Competition or any Competition related activities; (b) except where legally prohibited, winner (and winner's parent/legal guardian, if winner is minor) grant (and agree to confirm that grant in writing) permission to ENP and those acting under its authority the right to the use of the winner's name, picture, likeness, voice, biographical information and statements and Entry (or any part thereof) at any time or times for advertising, trade, publicity and promotional purposes without additional compensation in all media now known or hereafter discovered worldwide and on the Internet and World Wide Web, without notice, review or approval; and (c) winner (and winner's parent/legal guardian, if winner is minor) agree that the winner shall appear at any times and at any places deemed reasonably necessary by ENP to advertise, promote or otherwise market the winner's idea (it being understood that any such appearance will be on reasonable notice to the winner, that winner will be excused from such appearance should he/she have a prior commitment that cannot be delayed and reasonable expenses as determined by ENP for any such appearance will be borne by ENP). The parent or legal guardian of all potential finalists must sign Publicity and Liability Releases on behalf of the entrant and guest by the deadline established by Sponsor in order for any entrant to advance to the final round.

12. Liability Limitations:

Releasees are not responsible for lost, late, misdirected, incomplete or non-delivered Entries; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of Entry or other information or the failure to capture, store, or loss of, any such information. Entrants are expected to, and shall, retain copies of all portions of their Entries, and shall not rely on Administrator to retain same. Administrator shall not be responsible for lost or corrupted submission materials. Persons who tamper with or abuse any aspect of this Competition, as solely determined by the Administrator, will be disqualified. Any use of robotic, automatic, artificial intelligence, macro, programmed, third party or like Entry methods will void all such Entries by such methods and disqualify any entrant using such methods. Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Competition or downloading or printing materials of any kind from, or for, this Competition, or use of the Website. Should any portion of the Competition be, in Administrator's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Administrator, corrupt or impair the administration, security, fairness, proper conduct or submission of Entries,

Administrator reserves the right at its sole discretion to suspend, modify or terminate the Competition, and select the winner from Entries received prior to action taken or as otherwise deemed fair and appropriate by Administrator. Releasees are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Competition, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction or unauthorized use to this Website. In case of dispute, the authorized Website registrant whose username and password is used to enter the Competition at the actual time of the submission of an Entry will be deemed to be the entrant, and must comply with these Official Rules.

13.

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEBSITE INCLUDING, WITHOUT LIMITATION, THE COMPETITION, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

14. Arbitration/Choice of Law:

Except where prohibited, entrants (and entrants parent/legal guardian if entrant is a minor) agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prize awarded, or the determination of the winner(s), shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, 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 Official Rules, or the rights and obligations of entrant and/or Administrator in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of New York. If permitted by

law, and the Rules of the American Arbitration Association, entrants (and entrant's parent/legal guardian if entrant is a minor) agree all proceedings commenced hereunder, the details, transcripts, testimony and all particulars of all such proceedings, and the results of all such proceedings, for example but not limited to findings of fact and/or law, and awards, (all as however characterized), shall be kept and maintained as confidential by all of the parties (and their counsel or representative(s)) to any proceeding, and shall not be disclosed, in whole or in part, directly or indirectly, to any third party.

15. Privacy:

The personalized Entry information provided is subject to the Privacy Policy on the above stated Website. To read that policy, access the Website and then access the **'Privacy Policy'**.

16. Winner List:

For the names of winners, mail a first-class self-addressed stamped envelope to: EduNetwork Partners, ATTN: Competition Winners; 44 South Broadway, Suite 100, White Plains, NY 10601 for receipt by April 30, 2020. Names of winners may also be posted on the <https://swagdesigncontest.com> Website.

17. Administrator:

EduNetwork Partners, Inc., 44 South Broadway, Suite 100, White Plains, NY 10601
USA

18. Sponsor: Hit Promotional Products, 7150 Bryan Dairy Road Largo, Florida 33777
USA