OFFICIAL RULES – LIFE MEANING – FAN ART CONTEST 2017

1. HOW TO ENTER: No purchase or payment of any kind is necessary to enter or win this What Gives Your Life Meaning Fan Art Contest 2017 (the “Contest”). A purchase will not increase your chance of winning the Contest. The Contest begins 12:00 am PST on November 14, 2017 and ends at 11:59 pm PST on December 8, 2017 (“Contest Period”). Throughout the Contest Period, you may enter the Contest by submitting one (1) artwork in the form of a jpg, pdf, or png of your visual response to the question “What Gives Your Life Meaning?” (the “Artwork”) to IOLA Foundation d/b/a It Gets Better Project (“IGBP”) through an entry form located on IGBP’s website, www.itgetsbetter.org. After the Contest Period, Kelly Clarkson will review each Artwork and pick the winner on December 8th 2017, whose Artwork will be a part of a campaign that includes a digital postcard and 250 postcards offered for sale in conjunction with a signed picture of Kelly Clarkson (the “Official Postcard”).

All entries submitted are hereby exclusively licensed on a royalty-free perpetual basis to IGBP for its use worldwide, in any and all media whether known or unknown and will neither be acknowledged nor returned. Without limiting the foregoing, IGBP may continue to manufacture and sell the Official Postcard after the end of the contest without any obligation or payment to you. IGBP shall be the official time keeper for the Contest Period.

2. ELIGIBILITY: From the official time and date of the start of the Contest Period through the final date the Winners are selected, to be eligible, you must be (and you represent and warrant that you are): (i) an individual (not a business or other entity); (ii) at least eighteen (18) years old (or your parent/legal guardian is entering on your behalf) and able to enter into and form a binding contract subject to the laws of your domicile (in certain provinces and territories in Canada you must be at least nineteen (19) years old); (iii) domiciled in North America; and (iv) not on any U.S. Government list of prohibited or restricted parties. In certain countries, local rules and laws may impose additional restrictions on participation. Entry is subject to all local laws. This Contest shall be governed by laws of the United States. Employees of IGBP and their advertising and contest agencies, if any, and any other entities participating in the design, contest, marketing, administration or prize fulfillment of this Contest, as well as each of their parent corporations, subsidiaries and affiliated companies (collectively, “Contest Entities”), and their immediate families (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and members of their households (whether or not related), are ineligible to participate in this Contest.

In addition, you further represent and warrant that: (i) you are the only creator of the Artwork, and the Artwork is original to you (or, if someone else has participated in any capacity, by way of example, edited the Artwork format or is featured in the Artwork, that you have obtained all necessary licenses and permission from that person in order to use (and grant permission for the use of) the Artwork in the manner contemplated or permitted by these Official Rules); (ii) the Artwork or IGBP’s use thereof will not violate any right of any third party (including but not limited to any privacy right, publicity right, copyright, trademark right, or other intellectual property right) or any applicable law or regulation; and (iii) the Artwork does not contain or reference violence, hate, sex, nudity, drugs, or any materials of questionable moral character.

3. WINNER SELECTION AND NOTIFICATION: The potential prize winner will be selected from all eligible entries received (individually, “Entrant” and collectively, “Entrants”) during the Contest Period by Kelly Clarkson whose decisions are final and binding in all respects (“Potential Prize Winner”). Odds of winning the Prize depend on the number of Entrants, and by additional criteria determined by Kelly Clarkson and IGBP including the originality and presentation of the Artwork and whether the Artwork demonstrates a sense of hope and inspiration. Potential Prize Winner will be notified via email at the email address provided when entering. Failure of Potential Prize Winner to respond to such notification within 24 hours may result in disqualification of Potential Prize Winner and an alternate Potential Prize Winner will be selected (“Alternate Potential Prize Winner”). Alternate Potential Prize Winner shall be contacted as soon as practicable in the same manner as Potential Prize Winner and shall also have 24 hours to respond. IGBP reserves the right to modify the notification procedures in connection with the selection of Alternate Potential Prize Winner, if any. AN ENTRANT IS NOT A WINNER UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AS FULLY STATED HEREIN, AND ENTRANT HAS BEEN NOTIFIED VERIFICATION IS COMPLETE (“Winner”).

4. PRIZE:

4.1 The opportunity to have Artwork featured on the Official Postcard and ten (10) gratis Official Postcards, a signed note by Kelly Clarkson and a copy of her album in CD form (the “Prize”).

4.2 Approximate Retail Value (“ARV”): Roughly $20 for hard goods and no market value for a signed note from Kelly Clarkson.

4.3 IGBP is not responsible if any part of the Prize is delayed, postponed or cancelled for any reason and Winner will not be reimbursed for the ARV of the Prize. Prize is non-transferable and no substitution will be made. IGBP reserves the right to substitute an alternative prize for one of equal or greater value if the Prize should become unavailable for any reason.

4.4 Winner is responsible for obtaining identification documents required for confirming eligibility and for redemption of the Prize.

5. General Prize Conditions: Payments of all federal, state and local taxes are solely the responsibility of the Winner. Winner will be required to sign an Affidavit of Eligibility, Liability and Publicity Release form and may be required to complete and submit an IRS form W-9 to IGBP indicating the Winner’s full Social Security Number or equivalent for the receipt of any Prize awarded by IGBP in a calendar year with an aggregate value of $600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the Prize.

6. PRIZE ELIGIBILITY: IF ANY POTENTIAL PRIZE WINNER IS NOT ABLE TO REDEEM THE PRIZE WITHIN 24 HOURS, THE POTENTIAL WINNER WILL BE DISQUALIFIED AND WILL RECEIVE NOTHING (I.E., WILL NOT BE IN THE OFFICIAL MUSIC ARTWORK). AN ALTERNATE POTENTIAL PRIZE WINNER WILL BE SELECTED. A POTENTIAL PRIZE WINNER IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AS FULLY STATED HEREIN, AND ENTRANT HAS BEEN NOTIFIED VERIFICATION IS COMPLETE. No compensation will be made in the event that the Prize is not awarded. If Potential Prize Winner fails to sign and return required eligibility documents within this time, or if an Entrant is found to be ineligible, or if an Entrant does not comply with these Official Rules,
then Potential Prize Winner will be disqualified and an Alternate Potential Winner will be selected. Entrant waives the right to assert as a cost of winning the Prize any and all costs of verification and redemption to redeem said Prize and any liability which might arise from redeeming or seeking to redeem said Prize. IGBP is not responsible for fraudulent calls or emails made to Entrants not from IGBP. All federal, state or other tax liabilities (including income taxes) arising from this Contest will be the sole responsibility of the Winner. Except where prohibited by law, Entrant’s entry and acceptance of the Prize constitutes permission for the Contest Entities to use the Artwork and the Winner’s name, photograph, likeness, statements, biographical information, voice, city and state address for promotional or advertising purposes in connection with this Contest on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review permission or compensation. All entries are subject to verification prior to awarding of Prize. Eligibility, age and claims made by a Potential Prize Winner are also subject to verification prior to awarding of the Prize.

7. CONTEST CONDITIONS - VOID WHERE PROHIBITED: This Contest is subject to all applicable federal, state and local laws of the United States. By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of IGBP and waive any and all right to claim ambiguity in the Contest or these Official Rules. Winner and Entrants also agree to release, discharge, indemnify and hold harmless the Contest Entities, Kelly Clarkson, Atlantic Records Labels, individually and as a group, Monkey Puzzle Music, YouTube, Instagram, Snapchat, Facebook, Twitter and Tumblr and each of their respective officers, directors, employees, representatives and agents from and against any claims, damages, disability, attorneys’ fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property; of any acceptance, possession, ownership, misuse of any Prize; or participation in any distribution; in production errors; or injuries and claims based on publicity rights, defamation and/or invasion of privacy. IGBP may rescind any Entrant found to contain such errors without liability at its sole discretion and any questions, comments or complaints regarding this Contest should be directed to IGBP. THE CONTEST ENTITIES DO NOT MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OR GOVERNMENT OR AUTHORITY. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

8. RESTRICTIONS - VOID WHERE PROHIBITED: IGBP may at IGBP’s sole and absolute discretion: (i) provide different prizes of different or greater value; IGBP shall not be liable to any Entrant or Winner or any person claiming through such Entrant or Winner for failure to supply the Prize or any part thereof; reason of any acts of God, any action(s) regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s) regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond IGBP’s sole control. IGBP shall not be liable for any loss or damage to the Prize.

9. LIMITATION OF LIABILITY: Contest Entities are not responsible for: (1) lost, late, misdirected, undeliverable or incomplete entries due to system errors or failure, or faulty transmissions or other telecommunications malfunctions and/or entries; (2) technical failures of any kind; (3) failures of any of the equipment or programming associated with or utilized in the Contest; (4) unauthorized human and/or mechanical intervention in any part of the entry process or the Contest; (5) technical or human error which may occur in the administration of the Contest or the processing of entries; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or part, from Entrant’s participation in the Contest or receipt or use of any Prize. If for any reason an Entrant’s entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Entrant’s sole remedy is another entry in the Contest. If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of IGBP which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then IGBP reserves the right at its sole discretion to cancel, terminate, modify, or suspend all or any part of the Contest and to select Potential Prize Winners from among all eligible entries received by IGBP up until the time of such cancellation, termination, modification or suspension, as applicable. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, IGBP RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. JURY TRIAL WAIVER: EXCEPT AS PROHIBITED BY LAW AND AS A CONDITION OF PARTICIPATING IN THIS CONTEST, ENTRANT HEREBY WAIVES ANY RIGHT HE/SHE MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTEST, ANY DOCUMENT OR AGREEMENT ENTERED INTO CONNECTION HEREWITH AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

11. APPLICABLE LAWS AND JURISDICTION. This Contest is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules for this Contest shall be governed by the laws of the State of California, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Los Angeles, California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys’ fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

12. PRIVACY POLICY AND TERMS OF USE: BY ENTERING THIS CONTEST, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT (i) THE ENTRANT IS GIVING PERMISSION TO RECEIVE EMAILS FROM IGBP IN CONNECTION WITH THIS CONTEST, NEWSLETTERS AND OTHER PROMOTIONAL PURPOSES; (ii) THE ENTRANT HAS OPTED-IN TO IGBP’S PRIVACY POLICY ON THE CONTEST ENTRY PAGE; AND (iii) BY OPTING-IN, THE ENTRANT HAS READ AND CONSENTS TO IGBP’S PRIVACY POLICY AND TERMS OF USE. EACH ENTRANT FURTHER ACKNOWLEDGES THAT IF HE/SHE IS CHOSEN AS A WINNER, Certain of His/Her IDENTIFYING
13. This Contest is in no way sponsored, endorsed or administered by or otherwise associated with YouTube, Instagram, Snapchat, Facebook, Twitter, Tumblr, Atlantic Records Labels, Individually and as a group, or Monkey Puzzle Music and all Entrants agree to release and hold harmless the foregoing entities from any and all liability associated with or arising out of the Contest.

14. RULES/WINNERS LIST: For the name and location of the Winner send an email to info@itgetsbetter.org. In the subject of the email type “LIFE MEANING – FAN ART CONTEST 2017”. IGBP shall only release the first name, the last initial and state of residence of the Winner to those requesting this information in 2017.