

## NATIONAL KITCHEN AND BATH ASSOCIATION T-SHIRT DESIGN COMPETITION

### OFFICIAL COMPETITION RULES

BY ENTERING THE NATIONAL KITCHEN AND BATH ASSOCIATION T-SHIRT DESIGN COMPETITION (THE "COMPETITION"), YOU AGREE TO ABIDE BY THESE OFFICIAL RULES AND THE DECISIONS THE NATIONAL KITCHEN AND BATH ASSOCIATION (THE "NKBA" WHO MAY ALSO BE REFERRED TO BELOW AS "NATIONAL KITCHEN AND BATH ASSOCIATION," "WE," "US," OR "OUR"), AND THE JUDGES, WHICH SHALL BE FINAL AND BINDING ON ALL MATTERS PERTAINING TO THIS COMPETITION. THE COMPETITION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

1. **ELIGIBILITY:** This Competition is open to all students who are currently enrolled in an NKBA accredited or supported program and provides participants with the opportunity to submit a graphic design ("Entry Design") which will be judged and eligible for the Prizes described below subject to the terms and conditions herein.

2. **REQUIREMENTS:** To enter, Entrant must first review and complete all of the required fields of the T-Shirt Design Competition Entry Form ("Entry Form") including Entrant's first name, last name, complete home address, e-mail address and the name of the NKBA accredited or supported program which Entrant is enrolled at. Entries must include the Entry Design which must be two-dimensional artwork and may be hand-drawn, painted, or printed. Works must be on paper, Bristol board, poster board, cardboard, or a similar flat substrate, no larger than 12" high x 12" wide by 1/4" thick. Designs must fit onto an 11 x 11 – inch printable area and express the theme of the kitchen or bath as the "Heart of the Home." If Entrant is under the age of legal majority in his or her state of residence, Entrant's parent or legal guardian must complete and submit the Entry Form and Entry Design on Entrant's behalf.

ALL ENTRIES MUST BE RECEIVED BY THE NKBA AT ITS NATIONAL HEADQUARTERS LOCATED AT 687 WILLOW GROVE STREET, HACKETTSTOWN, NEW JERSEY 07840 BY 5:00 P.M. EST ON JANUARY 9, 2009. The NKBA is not responsible for any Entry Designs that are altered, defective, delayed, deleted, destroyed, fraudulent, inaccurate, incomplete, interrupted, invalid, late, lost, misrouted, non-delivered, stolen, tampered with, unauthorized or unintelligible; or for lost, interrupted or unavailable delivery; unauthorized human intervention; or other errors of any kind, whether due to electronic, mechanical or human error or other causes, even if caused by the negligence of the NKBA.

Incomplete Entry Forms, including those entries that do not fully comply with all of the requirements for the Competition which are set forth in these Official Rules, will not be eligible for judging. Individuals with disabilities should contact Josh Blatt at [jblatt@nkba.org](mailto:jblatt@nkba.org) if assistance with submitting an Entry Design is needed.

3. **CONDITIONS:** By entering the Competition, Entrant acknowledges, agrees and understands that the Entry Design and all other entry materials will become the property of the NKBA. By participating in the Competition, Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decision of the NKBA which shall be final and binding in all respects.

By submitting the Entry Form and the Entry Design, Entrant represents and warrants to the NKBA that (a) Entrant meets all of the eligibility requirements of the Competition and has complied in all respects with these Official Rules, the Policies, and all applicable laws and regulations; and (b) the Entry is Entrant's own original work, has not been previously published, and does not

incorporate or include any trademarks, logos, copyrighted material, or any other intellectual property belonging to any third party;.

Each Entrant acknowledges that the purpose of this Competition is to promote the Entry Designs by, among other things, offering for sale at the NKBA's trade shows, on NKBA.org or through other websites or sales channels, t-shirts or other items bearing the Entry Designs or other Designs selected by the NKBA. Each Entrant understands that he or she will not be entitled to any proceeds from the sale of any such t-shirts or items or any other compensation for the use of his or her Design in any manner by the NKBA or its designees.

Once submitted, Entry Designs become the sole and exclusive property of the NKBA and will not be acknowledged or returned. The NKBA reserves the right to disqualify any Entry Design for any reason, in their sole and absolute discretion.

By entering the Competition, each Entrant grants to the NKBA the worldwide, perpetual, irrevocable, fully-paid, transferable right to, and to authorize others to, copy, distribute, edit, modify, publish, display, use, and otherwise exploit Entrant's Design and other Entry materials in any way and in any and all media or devices now or hereafter known for advertising, promotional, marketing, trade, and other purposes as the NKBA may determine in its sole discretion without further consideration to Entrant. NKBA shall have the right, in its sole discretion, to edit, composite, scan, duplicate, or alter the Entry Design for any purpose which it deems necessary or desirable, without the need for any further compensation and/or permission.

The NKBA shall have no obligation (express or implied) to use any Entry Design or to otherwise exploit any Entry Design or, if commenced, to continue the distribution or exploitation thereof, and the NKBA may at any time abandon the use of the any Entry Design for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.

4. PRIZES: One (1) Winner will be selected to win a \$500 scholarship and have the opportunity to have his or her Entry Design featured on a T-Shirt or other promotional items (the "First Place Prize"). Five (5) runners-up will each receive a \$100 scholarship (the "Runner-Up Prizes"). Both the First Place Prize and the Runner-Up Prizes are collectively referred to as the "Prizes" and the winners jointly and severally referred to as the "Prize Winner). The Prizes are not assignable or transferable. All taxes and reporting consequences thereof associated with the receipt of the Prizes are solely the responsibility of the winners of the Prizes.

5. SELECTION OF WINNERS: The Winners will be chosen by a panel of NKBA staff members from all eligible Entries received. The decision of the judges is final and Entrants agree to be bound by this decision. The winner will be notified by e-mail and will be required to sign an affidavit of eligibility/release of liability/prize acceptance within seven (7) days of receipt; failure to do so upon request will result in forfeiture of the prize. If a selected winner cannot be contacted, is ineligible, fails to claim a prize, or if an affidavit of eligibility and publicity/liability release is not timely received or is incomplete or modified, the prize may be forfeited and an alternate winner selected from remaining Entries timely submitted.

6. RELEASE: By participating in the Competition, each Entrant releases and holds harmless the NKBA, its officers, directors, employees, agents, and representatives from any and all liability, for loss, harm, damage, claim, injury, cost or expense whatsoever which may occur as a result of participating in the Competition. The Prize Winners acceptance of the Prize constitutes the grant of an unconditional right to use the winning Entry Designs, the Winners' likeness, photograph, biographical and Prize information and/or statements about the promotion for any publicity, advertising and promotional purposes without additional compensation, except where prohibited by law.

The NKBA reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Competition and not award any Prize. In the event that any dispute arises regarding the meaning or interpretation of these Official Rules, it is agreed that the dispute shall be resolved by applying the laws of the State of New Jersey within the state courts located in Warren County New Jersey.

7. ASSIGNMENT AGREEMENT ("AGREEMENT"): As a condition to receiving the Prize, Prize Winner (parent or legal guardian if the Prize Winner is under the age of majority in his or her state of residence) will be required to execute an Agreement or alternate winner may be chosen. The Agreement will set forth the responsibilities and obligations of the Prize Winner and require the Prize Winner to assign all right, title, and interest in and to the winning Entry Design to NKBA. The Agreement also may require, among other things, that the Prize Winner permit the use of his/her name, likenesses or identifying information for promotional, publicity or advertising purposes in any media including print, TV, radio and online media, without time or geographic limitations. In the event the Prize Winner fails to execute the Agreement by a date specified by the NKBA, the Prize Winner will forfeit the entire Prize and an alternate winner may be selected from among the other Entry Designs.

8. SPONSOR: National Kitchen and Bath Association, 687 Willow Grove Street, Hackettstown, New Jersey, 07840 is the Sponsor of the Competition.