

# **SPREADING SMILES 2021 OFFICIAL RULES AND REGULATIONS**

## **No purchase necessary**

1. **SPONSOR:** The Inter-State Studio and Publishing Company's "Spreading Smiles" contest is sponsored by Inter-State Studio and Publishing Company. 3500 Snyder Ave., Sedalia, Missouri, 65301.
2. **CONTEST PERIOD:** The Contest runs between 12:00 a.m. Central Standard Time ("CST") on November 9, 2020 and 11:59 p.m. CST on February 17, 2021 (the "Contest Period") and consists of three (3) phases as set forth in the chart below:

<b>Phase</b>	<b>Starts at 12:00 a.m. CST</b>	<b>Ends at 11:59 p.m. CST</b>
Submission	November 9, 2020	February 17, 2021
Judging	February 19, 2021	March 11, 2021
Finalist Notification		April 29, 2021

Administrator's computer is the official timekeeping device for the Contest.

3. **ENTRY:** All entries must include a completed entry form and no more than one uploaded picture for each entry. Each class may only enter once. The class submitting the entry form will be referred to as the "Entrant" in these rules and regulations. Submissions will be accepted through 11:59PM February 17, 2021. All entries made after February 17, 2021 will not be eligible. All submissions must be entered through Inter-State Studio's webpage at <https://inter-state.com/spreadingsmiles>.

To nominate a project, an entry form must be completed in its entirety. Any entry form not completed in its entirety will not be accepted as a qualifying entry. The entry form consists of the following sections:

- a. The photograph must be a digital photograph and uploaded in .jpg format.
- b. Information about the project being nominated.
- c. Submissions should indicate details that answer all of the following:
  - i. how the project meets a real community need;
  - ii. how the project is integrated into and enhancing the curriculum;
  - iii. how the project coordinates with the community;
  - iv. how the project helps foster civic responsibility; and
  - v. how the project provides structured time for reflection.

**Use Rights/Ownership:** By entering the Contest, Entrants agree to have their project photo and information displayed on the Inter-State Studio website without any fee or other form of compensation, and agree that Inter-State Studio and Publishing Co. may use the project photo and information for promotional use (decided by the Sponsor). Project photo and information will be credited to the Entrant named in the entry form. In the event that ownership of any project photo and information submitted is contested in any manner, Sponsors may disqualify that project photo and information and discontinue use of the project photo and information.

4. **REQUIREMENT & ELIGIBILITY:** 2020-2021 Inter-State Studio Spreading Smiles (the “Contest”) is open only to legal residents of the fifty (50) United States (plus Washington, D.C.), who are at least eighteen (18) years of age or older at time of entry. Void where prohibited. Employees, officers and directors of Inter-State Studio and Publishing Co. (collectively the “Sponsor”), all advertising and promotional agencies and their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, manufacturers, licensees or agents, advertising and Contest agencies, and their immediate family members and those living in the same household of each, are not eligible to participate in this Contest. Photographers who derive five percent (5%) or more of their income from taking photographs are also ineligible. Subject to all applicable federal, state, municipal, and local laws and regulations. Participation is open to any service-learning classroom (K-12) project that is taking place during the Fall 2020 semester and may continue into the rest of the 2020-2021 academic school year.
  
5. **RELEASES:** In order for the Entrant(s) to have a photograph eligible for public showing, the Entrant is responsible for obtaining all required licenses, clearances, consents, releases, or other authorizations so that the photograph can be shown in any and all media without infringement of any copyright owned by a third party. The Entrant is also responsible for obtaining releases, consents, clearances, or other authorization (“Permissions”) as needed for use of the image of each individual included in the photograph. Verification of Permissions may be required before the photograph is uploaded for voting.
  
6. **JUDGING:** All judging will be handled by Inter-State Studio’s management. Voting will start on February 19, 2021. Any submissions made after February 17, 2021 will not be accepted. Official winners will be announced on April 29, 2021.
  - a. **Initial Judging by Qualified Panel:** During the Initial Judging Phase, a panel of qualified judges (selected by Sponsors in their sole discretion), whose decisions regarding the Contest and related matters are final and binding, will select from all eligible entrants who submitted their entry form during the Submission Phase twenty (20) finalists. In order to compete in the voting portion of the contest, entries must incorporate the following aspects of a service learning project:
    1. Project meets a real community need;
    2. Project integrates into and enhances the curriculum;
    3. Coordination with a community agency or the community; and
    4. Project helps foster civic responsibility.
  - b. **Tie Breaker:** In the event of a tie between two (2) or more entries for the last Finalist, the entry with the highest score for overall project will be deemed the Finalist. Should a tie remain, a new judge (determined by Sponsors in their sole discretion) will re-judge the remaining tied entries based upon all criteria set forth above. If the qualified panel is unavailable for any reasons to judge the Finalist project photo and information, then new judges shall be selected by Sponsors in their sole discretion.
  - c. **Final Voting and Contest Winner Determination:** The twenty (20) Finalists will be re-judged by a panel of qualified judges using the criteria listed above to determine the one (1) Grand Prize winner, one (1) second place and one (1) third place winner. In case of

a tie or fraud, Sponsors, in their sole discretion, will select the Grand Prize winner based upon the project photo and information that feature a project they deem to best represent Inter-State Studio and Publishing Co. and meet eligibility requirements.

7. **PRIZES:** Winners will be chosen based upon the criteria Section 6. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per Entrant. In no event will more prizes be awarded than those listed in these Official Contest Rules below:
- a. The one (1) Grand Prize winner will receive a plaque and a \$750 grant to go towards their service learning project.
  - b. The one (1) Second Place winner will receive a plaque and a \$500 grant to go towards their service learning project.
  - c. The one (1) Third Place winner will receive a plaque and a \$250 grant to go towards their service learning project.

All prize trademarks and trade names are properties of their respective owners and are not a sponsor for the Spreading Smiles Service Learning Contest. In order to be eligible to win a cash prize, each entry must specify how they will use their cash prize money (if awarded) to enhance their service learning project in the entry form process. Failure to answer this question may disqualify the participant.

8. **GENERAL RULES:** By entering or participating in the Contest, Entrants agree to be bound by these Official Rules. Sponsors assume no responsibility for electronic hardware, programming or software malfunctions, or failures, or line connections, accessibility or availability, or technical failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any entry or other information, or for the failure to capture any such information. Sponsors are not responsible for:
- a. any incorrect or inaccurate information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest;
  - b. technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software;
  - c. unauthorized human intervention in any part of the entry process or the Contest;
  - d. technical or human error which may occur in the administration of the Contest or the processing of entries; and
  - e. any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize.

Further, if, for any reason, the Contest is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsors, may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Contest, and select the winners or Finalists for the Contest, from the entries received prior to the action taken or in other such manner as deemed fair and appropriate by Sponsors.

Entrants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Sponsors, the Administrator, all promotions and advertising agencies, and their respective parents, subsidiaries, affiliates, distributors, advertising and promotions agencies, and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the prize in the Contest, or their participation in the Contest, or their participation in any Contest or prize-related activity, or any travel related to the Contest or any travel for any prize-related activity. Winners and Finalists also further acknowledge that Sponsors, their affiliates, subsidiaries, employees, officers, directors, and promotions and advertising agencies have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Contest including but not limited to quality, condition or fitness for a particular purpose.

9. **PERSONAL INFORMATION:** The personal information collected through the Contest is subject to Sponsors' privacy statements. Any personal information handled by an agency or vendor of Sponsors, will be done solely on their behalf and all such information shall be handled exclusively in conformance with Sponsors' privacy statements.