

2024 NCTA T-Shirt Design Contest

OFFICIAL TERMS AND CONDITIONS OF ENTRY

By submission of your T-shirt design to the National College Testing Association, Inc., you give and grant to the National College Testing Association, Inc., its affiliates, subsidiaries, independent contractors, vendors, successors, assigns, designees and licensees ("NCTA"), the right to use, publish and register the copyright in your design and all literary, editorial, graphic, artistic and other content incorporated therein (the "Submission") as embodied in materials associated with NCTA's products, services, marketing, advertising, sales or promotional efforts (the "Materials") in all forms of media now known or hereafter created, including without limitation, video, television, print, billboards, point-of-purchase materials, corporate communications, internal and external marketing pieces, and Internet in any and all territories throughout the world.

You make all of the following representations and warranties about all components of Your Submission:

1. The Submission does not violate the intellectual property rights of a third party, including copyright, trademark and trade secret rights;
2. The Submission does not include or incorporate the content, literary work, creation, photograph, graphic image, illustration, video, audio, recording, media, or artwork of a third party;
3. The Submission does not violate the privacy or publicity rights of a third party;
4. The Submission does not include any confidential, inaccurate, false, misleading, defamatory, libelous, unlawful, scandalous, offensive, or actionable statements, images or allegations.
5. There are no outstanding rights in the Submission that would diminish, encumber, or impair the full enjoyment or exercise of the rights granted to NCTA under this Agreement; and
6. The Submission complies in all respects with all applicable international, federal, state and local laws, and regulations.

You will assist NCTA in securing all of its rights in and to the Submission, in its sole discretion, including signing any and all documents required for NCTA to perfect its legal rights and submit any legal applications for registrations to ensure NCTA's rights in and to the Submission.

You agree that you will indemnify, defend, and hold harmless NCTA and their respective directors, officers, employees, attorneys, vendors, contractors and agents (collectively, the "NCTA Indemnified Parties") from and against any and all losses, liabilities, damages, awards, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to any claim, action, lawsuit, or proceeding brought or made by a third party, based directly or indirectly on: (a) the breach or alleged breach of any representation, warranty, or obligation hereunder by ; or (b) the infringement, misappropriation, or other violation or alleged infringement, misappropriation, or other violation of any rights of any third party, including, without limitation,

rights of publicity, rights of privacy, patents, copyrights, trade secrets, trademarks and or/licenses, or other intellectual property or proprietary rights of any third party, by You or the Submission.

You further agree that:

- No consideration of any kind will be paid to you in connection with the Submission or NCTA's use thereof.
- NCTA will have the exclusive right to use, sell, edit, change, add to, delete from, arrange, revise, promote, reproduce, and distribute the Submission, in whole or in part, and separately or in connection with content created by others.
- You acknowledge that the Submission is a "work made for hire" as defined by the copyright laws of the United States. NCTA is and will remain the sole owner of all right, title and interest in and to the Submission and of all copyrights, trademarks, and other rights relating thereto.
- Nothing herein will constitute any obligation on NCTA to make any use of any of the rights set forth herein.
- You agree that no use of the Submission will constitute defamation against you or an invasion of your privacy or publicity rights or any other rights you may have in or relating to the Submission.
- No Materials need be submitted to you for any further approval.
- You agree that NCTA may, in its sole discretion, evaluate your Submission in connection with the 2024 NCTA T-shirt Design Contest and in accordance with its Official Rules, to consider whether to award a prize to you.
- You have read and will abide by the Official Rules of the 2024 NCTA T-shirt Design Contest, which are incorporated herein by reference.
- You hereby release NCTA from any and all claims, liabilities, responsibilities, or damages arising from the any and all uses of, or failure to use, the Submission.

By checking the box on the official entry page you hereby consent to, affirm, and agree to be bound by the foregoing Official Terms and Conditions of Entry and the Official Rules of the 2024 NCTA T-shirt Design Contest and that you are eighteen years of age or older.

2024 NCTA T-Shirt Design Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The "**2024 NCTA T-Shirt Design Contest**" (the "Contest") is sponsored by the National College Testing Association, Inc. ("NCTA" or "Sponsor"). The Contest is governed by these official rules. By participating in the Contest, each entrant agrees to these official rules, including all eligibility requirements, and understands that the results of the Contest are final in all respects. The Contest is subject to all federal, state and local laws and regulations and is void where prohibited by law.

ELIGIBILITY: The Contest is only open to legal residents of the 50 United States, the District of Columbia and Canada. Immediate family members and anyone living within the same household of employees, officers and directors of Sponsor and its respective parents, subsidiaries, consultants, agents and suppliers, (collectively, "Contest Entities") are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of any winner. Only one (1) entry per individual allowed. All entries must be the entrant's original, unpublished, and previously unproduced work.

CONTEST PERIOD: February 27, 2024 at 12:01AM EST and ends April 19, 2024 at 11:59PM EST (the "Contest Period").

HOW TO ENTER:

1. Submit this form by April 19, 2024.
2. Email your original design for a NCTA t-shirt illustrating the 2024 NCTA Conference, the location of Savannah, GA, and the 25th anniversary of NCTA to profdevelopment@ncta-testing.org by April 19, 2024.

GENERAL CONDITIONS OF ENTRY: You must accept and comply with the OFFICIAL TERMS AND CONDITIONS OF ENTRY in connection with your Submission in order to enter the 2024 NCTA T-shirt Design Contest. Your Submission will be treated as your "entry" in the Contest. No facsimiled, mechanically reproduced or telephoned-in entries will be accepted. Receipt of entries will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt. Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, mutilated, garbled, postage-due or misdirected entries, which will be disqualified. All entries become the exclusive property of Sponsor and will not be returned.

For the purposes of this Contest and these official rules, "receipt" of an online entry occurs when Sponsor's servers record the entry information. Any automated computer receipt (such as a "thanks for entering message") does not constitute proof of actual receipt of an online entry by Sponsors. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to register and submit the entry will be deemed to be the online entrant.

The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

WINNER SELECTION:

The winning submission will be judged based upon (1) Authenticity in illustrating the 2024 NCTA Conference the location of Savannah, GA, and the 25th anniversary of NCTA (2) Creativity in execution, and (3) Representation of NCTA's core values. Judging of submissions will occur on or about April 26, 2024. Judgment of a winner shall be in the sole and absolute discretion of Sponsor and shall not be subject to dispute, protest, contest or claim by entrants. The winner will be contacted by Sponsor according to the contact information provided by that entrant. If a potential winner cannot be contacted, that potential winner may be disqualified and an alternate winner selected.

PRIZE:

The winner will be identified by name as the winner of the T-shirt contest at the 2024 NCTA annual conference and will receive a \$50 Gift Card.

ADDITIONAL LIMITATIONS:

All prizes are non-transferable except by Sponsor. The prizes cannot be used in conjunction with any other promotion or offer. No substitution or cash equivalent of a prize is permitted; however, Sponsor reserves the right to substitute any prize with another of equal or greater value. The winner is not entitled to the difference between the approximate retail value and the actual value of any prize. Any attempt to damage the content or operation of the Contest is unlawful and subject to legal action by Sponsor or its agents. Sponsor reserves the right to terminate, withdraw or amend the Contest or disqualify any entry for any reason and without notice including, without limitation, if Sponsor suspects tampering has occurred, voiding the entries at issue or terminating the Contest and selecting a winner from among that portion of the Contest that has not been compromised, if any. Sponsor will not replace any lost or stolen prize items. Sponsor and any telephone network or service providers are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any web site or online service or any other error, human or otherwise.

INDEMNIFICATION AND LIMITATION OF LIABILITY:

By entering the Contest, Each entrant agrees to INDEMNIFY, release and hold harmless sponsor and all its officers, directors, employees, representatives and agents from any liability, damages, losses or injury resulting in whole or in part, directly or indirectly, from entrant's participation in the CONTEST and the acceptance of any PRIZE that may be won. NCTA DOES NOT make any warranties, express or implied, as to the condition, fitness or merchantability of any of prize. Each entrant agrees to execute any document containing the terms and conditions of these official rules.

SPONSOR AND ITS officers, directors, employees, representatives and agents DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS to OR the DOWNLOAD of INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

PUBLICITY:

By submitting an entry, each winner grants Sponsor and those acting under its authority permission to use the winner's name, likeness, and/or comments for advertising and publicity purposes without payment of additional consideration.

GOVERNING LAW:

All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of entrants and the Contest Entities in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the United States, the State of New York, without giving effect to any choice of law or conflict of law rules or provisions. Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of, or connected with, this Contest or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate New York state court located in New York County; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event including attorneys' fees, disbursements or court costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.