

# **THE POWER OF A SMILE CONTEST 2020-2021 OFFICIAL RULES AND REGULATIONS**

**No purchase necessary**

1. **SPONSOR:** The Inter-State Studio and Publishing Company’s “The Power of a Smile” contest (“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 October 1, 2020 and 11:59 p.m. CST on January 3, 2021 (the “Contest Period”) and consists of three (3) phases as set forth in the chart below:

**Phase Starts at 12:00 a.m. CST Ends at 11:59 p.m. CST Submission October 1,**

2020 January 3, 2021

Judging January 11, 2021 February 8, 2021

March 25, 2021

Finalist

Notification

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

3. **ENTRY:** All entries must include a completed entry form. The entry form must include a story about the student featured in the submitted Photo about how they have made someone smile. You, as the person submitting the entry form, will be referred to as the “Entrant” in these rules and regulations. Submissions will be accepted through 11:59 PM January 3, 2021. All entries made after January 3, 2021 will not be eligible. All submissions must be entered through Inter-State Studio’s webpage at <https://interstate.com/power-of-a-smile-contest/>

There are three (3) divisions. Divisions will be determined based on the age of the student in the photo.

a. **Elementary Division:** Photos of boys and girls who are between preschool and 5<sup>th</sup> grade at the time of submission will be entered into the Elementary category.

b. **Junior High Division:** Photos of boys and girls who are between 6<sup>th</sup>- 8<sup>th</sup> grades at the time of submission will be entered into the Junior High category.

c. **High School Division:** Photos of boys and girls who are between 9<sup>th</sup>-12<sup>th</sup> grades at the time of submission will be entered into the High School category. To nominate a student, 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. By completing the entry form, you agree that your Photo and Story conforms to the Photo Guidelines and Content Restrictions as defined

below (collectively, the "Guidelines and Restrictions") and that Sponsors, in their sole discretion, may remove your Photo and Story if they believe, in their sole discretion, that your Photo and Story fails to conform to the Guidelines and Restrictions in any way, in which case you shall be disqualified from the Contest.

a. Photo Guidelines:

- i. The Photo must have been taken within one (1) year of submission. ii. The Photo cannot have been previously submitted in a contest of any kind or exhibited or displayed publicly through any means.

b. Content Restrictions:

- i. The Photo and Story must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement.
- ii. The Photo and Story must not contain brand names or trademarks. iii. The Photo and Story must not contain material that is hateful, tortuous, defamatory, slanderous, or libelous.
- iv. The Photo and Story must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- v. The Photo and Story must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where the Photo and Story is created.

Your Photo(s) and Story will be posted online and viewed by other people. At the conclusion of the Contest, Sponsors are not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entry forms, which are disqualified. Limit one (1) submission per student. Any attempt by any Entrant to submit more than one entry form per student will void the Entrant's entries and he or she will be disqualified.

***Entrant:*** Entries must be submitted by the parent or guardian of the student in the Photo unless the student is 18 years of age or older. Your submission of an entry form is your guarantee that you are the parent, guardian, or sole person in the Photo. ***Use Rights /Ownership:*** By entering the Contest, Entrant agrees to have their Photo and Story 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 Photo and Story for promotional use (decided by the Sponsor). Photos and Story will be credited to the Entrant named in the entry form. In the event that ownership of any Photo submitted is contested in any manner, Sponsors may disqualify that Photo and discontinue use of the Photo.

4. **REQUIREMENT & ELIGIBILITY:** The Contest is open only to Entrants who are legal residents of the fifty (50) United States (plus Washington, D.C.), and 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.

5. **RELEASES:** Entrants, by participating in this Contest, hereby waive and release the rights to the entered Photo and the submitted story about making someone smile at [inter-state.com/power-of-a-smile-contest](http://inter-state.com/power-of-a-smile-contest). The Entrant is also responsible for obtaining releases, consents, clearances, or other authorization ("Permissions") as needed for use of the Photo and Story of each student included in an entry. Verification of Permissions may be required before the Photo and Story are uploaded for voting. Neither winner nor winner's student will receive any residual fees, including but not limited to residual fees to re-use the marketing at any time in any media and/or advertisement for merchandise or any other purpose. Additionally, Inter-State Studio and Publishing Co. reserve the right to postpone or cancel use of the winner's student Photo and Story in any marketing in their sole discretion. If winner's student cannot be used in the marketing for any reason, as determined by Inter-State Studio and Publishing Co. in their sole discretion, then a substitute student will be featured in the marketing.

6. **JUDGING:** All judging will be handled by Inter-State Studio's management. Voting will start on January 11, 2021. Official winners will be announced on March 25, 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 thirty (30) finalists: ten (10) from the Elementary category, ten (10) from the Junior High category and ten (10) from the High School category (the "Finalists"). The judges will make this decision based upon the following judging criteria:

- i. 25% overall appearance of the student as shown in the Photo.
- ii. 25% overall personality of the student as expressed through the Photo.
- iii. 50% overall quality of the student's story

In the event of a tie between two (2) or more entries for the last Finalist, the entry with the highest score for overall appearance 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 Photos, then new judges shall be selected by Sponsors in their sole discretion.

- b. Final Voting and Contest Winner Determination: The thirty (30) Finalists will be re- judged by a panel of qualified judges using the criteria listed above to determine the three (3) Grand Prize winners from each category. The three (3) Finalists that received the highest score between their respective categories will be claimed the Grand Prize winner. In case of a tie or fraud, Sponsors, in their sole discretion, will select the Grand Prize winner based upon the Photos that feature a student they deem to best represent Inter-State Studio and Publishing Co. and meet eligibility requirements.
- c. Finalist Verification and Disqualification: Potential Finalists will be notified on or about March 23, 2021 by phone, email, and/or mail using the contact information given at the time of entry. The Sponsors, in their sole discretion, may disqualify a Finalist for any reason relating to behavioral issues. In the event of disqualification, Sponsors will select another potential Finalist in accordance with the judging procedures listed in Section 6(a), up to two (2) times (if time permits), after which the applicable Finalist will not be awarded.

7. **PRIZES:** Winners will be chosen based upon the criteria Section 6(a). Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: Three (3) Grand Prizes. In no event will more prizes be awarded than those listed in these Official Contest Rules. All prize trademarks and trade names are properties of their respective owners and are not a sponsor for the Power of a Smile Contest. A portrait release must be signed by a legal guardian or parent before the prizes can be received.

- a. The one (1) Grand Prize winner (in each category) will receive an Amazon gift card (\$100 value).

Terms and conditions of gift cards and gift certificates apply. No cash equivalent, all prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsors reserve the right to substitute any listed prize for one of equal or greater value if the designated prize should become unavailable for any reason.

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; or
- 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, 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 Sponsor's privacy statements. Any personal information handled by an agency or vendor of Sponsor's, will be done solely on their behalf and all such information shall be handled exclusively in conformance with Sponsor's privacy statements.