



3500 SNYDER AVENUE • SEDALIA MO, 65301

SMILE OF THE YEAR 2019 OFFICIAL RULES AND REGULATIONS

No purchase necessary

1. **SPONSOR:** The Inter-State Studio and Publishing Company's "Smile of the Year" 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 September 3, 2018 and 11:59 p.m. CST on January 7, 2019 (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	September 3, 2018	January 7, 2019
Judging	January 14, 2019	February 11, 2019
Finalist Notification		March 25, 2019

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

3. **ENTRY:** All entries must include a completed entry form. Submissions will be accepted through 11:59PM January 7, 2019. All entries made after January 7, 2019 will not be eligible. All submissions must be entered through Inter-State Studio's webpage at <https://inter-state.com/smileoftheyear/>

There are two (2) divisions. Divisions will be determined based on the age of the child in the photo.

- a. **Elementary Division:** Photos of boys and girls who are between preschool and 5th grade at the time of submission will be entered into the Elementary category.
- b. **Secondary Division:** Photos of boys and girls who are between 6th-12th grades at the time of submission will be entered into the Secondary category.

To nominate a teacher, an application form must be completed in its entirety. Any applications not completed in its entirety will not be accepted as a qualifying entry. By completing the entry form, you agree that your Photo 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 if they believe, in their sole discretion, that your Photo 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 portrait must have been taken at your school within one (1) year of submission or there within.
 - 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 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 must not contain brand names or trademarks.
- iii. The Photo must not contain material that is hateful, tortuous, defamatory, slanderous, or libelous.
- iv. The Photo 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 must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where the Photo is created.

Your Photo(s) 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 person to submit more than one entry form per student will void the person's entries and he or she will be disqualified.

Photographer/Copyright: Entries must be submitted by the parent or guardian of the child in the picture unless 18 years of age. Your submission of an entry form is your guarantee that you are the parent, guardian, or sole person in the photo.

Ownership/Use Rights: By entering the Contest, contestants agree to have their Photo 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 photograph for promotional use (decided by the sponsor). Photographs will be credited to the contestant named in the entry form. In the event that ownership of any photograph submitted is contested in any manner, Sponsors may disqualify that photograph and discontinue use of the photograph.

- 4. **REQUIREMENT & ELIGIBILITY:** 2018- 2019 Inter-State Studio Smile of the Year (the "Contest") is open only to legal residents of the fifty (50) United States (plus Washington), 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. The Participant is also responsible for obtaining releases, consents, clearances, or other authorization ("Permissions") as needed for use of the image of each individual included in an essay. Verification of Permissions may be required before the photograph is uploaded for voting. All aspects of in-store marketing will be determined by Inter-State Studio in their sole discretion, including without limitation the nature of the marketing, and/or the type of marketing. Beyond the financial benefit of the travel package, neither winner nor winner's child 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 child's images in any marketing in their sole discretion. If winner's child 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 child will be featured in the marketing.

6. **JUDGING:** All judging will be handled by Inter-State Studio's management. Voting will start on January 14, 2019. Any submissions made after January 14, 2019 will not be accepted. Official winners will be announced on March 25, 2019.
 - 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: ten (10) from the Elementary category and ten (10) from the Secondary category (the "Finalists"). The judges will make this decision based upon the following judging criteria:
 - i. 50% overall appearance of the child as shown in the Photo.
 - ii. 50% overall personality of the child as expressed through the Photo.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 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 and Runner-up winners. The one (1) finalist that received the highest score between all categories will be claimed the Grand Prize winner. The three (3) finalists receiving the highest scores in each of their two (2) respective categories will be deemed Runner-up winners. There will be a 1st, 2nd and 3rd Runner-up winners in each category, ranked according to the highest scores received in each category. In case of a tie or fraud, Sponsors, in their sole discretion, will select the Grand Prize winner based upon the photographs that feature a child 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 25, 2019 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 5(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 5(a). Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) Grand Prize and one (1) Runner-up Prize per person. 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 Smile of the Year 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 (out of all categories) will receive a \$1000 college scholarship.
- b. The two (2) 1st Runner-up winners for the Elementary and Secondary categories will receive an Amazon gift card (\$350 value).
- c. The two (2) 2nd Runner-up winners for the Elementary and Secondary categories will receive an Amazon gift card (\$200 value).
- d. The two (2) 3rd Runner-up winners for the Elementary and Secondary categories 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
- 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.