**OFFICIAL TERMS AND CONDITIONS**

**THIS PROMOTION IS DESIGNED AS A SKILL PROMOTION. THERE IS NO FEE TO PARTICIPATE IN THIS PROMOTION. VOID WHERE PROHIBITED BY LAW.**

**ELIGIBILITY:** The StriveTogether Art Inspires Scholarship (“Promotion”) begins on May 16, 2022, at 12:01 a.m. Central Time (“CT”) and ends on June 24, 2022, at 11:59 p.m. CT (“Promotion Period”). The time shall be determined by Sponsor’s timekeeping systems. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Promotion.

The Promotion is open to: (i) residents of Chicago Illinois; (ii) who are current high school students (grades 9 – 12); and (iii) who currently attend an Eligible Educational Institution (defined below). Void where prohibited. Members of the Board of Directors, officers, and employees of StriveTogether, Inc. (“Sponsor”), and the family members of, and any persons residing with, any such persons, are not eligible to enter or to win. The term “family members” includes spouses, parents, grandparents, siblings, children, grandchildren, and in-laws, regardless of where they live. Promotion is subject to all applicable federal, state, and local laws.

If you are a minor in your jurisdiction of residence, then a legal guardian must complete and sign any required documentation on your behalf.

**TO ENTER:** To enter this Promotion, complete the following steps during the Promotion Period:

1. Complete the application form found at [www.strivetogether.org/artinspires](http://www.strivetogether.org/artinspires)

Upon completing the steps listed above you will receive one (1) entry into the Promotion. Limit one (1) entry per person during the Promotion Period. Sponsor is not responsible for lost, late, misdirected entries or entries not received regardless of cause. In the event of a dispute over who submitted an entry, the entry will be deemed to have been directly submitted by the authorized account holder of the email account used to enter the Promotion. The authorized account holder is deemed to be the natural person who is assigned to the account by the relevant entity responsible for assigning those accounts. By entering and/or participating, entrants agree to be bound by these Official Terms and Conditions.

**BY ENTERING, YOU ACKNOWLEDGE AND AGREE THAT IN ORDER TO BE SELECTED AS A WINNER, YOU MUST ASSIGN ALL RIGHT, TITLE, AND INTEREST INTO YOUR SUBMITTED ARTWORK TO SPONSOR.**

In the planning, creation, and distribution of your entry (including, without limitation, the application), you warrant and represent that you will abide by all laws, regulations, and ordinances and that you will not harm, attempt to harm, or threaten to harm any person (including yourself) or property. You further warrant and represent that you will take the highest level of care in planning, creating, and distributing your entry.

**Your entry must meet all the Required Representations and Warranties set forth below to the fullest extent applicable for that entry. Failure to complete any step outlined in, or to follow any of, the Official Terms and Conditions may result in your disqualification.**

**REQUIRED REPRESENTATIONS AND WARRANTIES:** By participating in this Promotion, you represent and warrant that your entry (including, without limitation, the application) complies with the following criteria as applicable (collectively, the “Required Representations and Warranties”):

1. Your entry must be your own original work, or you must have all the rights necessary to post or re-post the content. **Each entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party.**
2. You must have the express written consent of any identifiable persons appearing or referenced in your entry or entries to their Persona (as defined below) being used in the ways set out in these Official Terms and Conditions, including Sponsor’s right to use your entry or entries for any future commercial purpose without restrictions. Upon request, you will obtain written consent of any such persons for Sponsor in the form identified by Sponsor. If any person appearing in any entry is under the age of majority in their jurisdiction of residence, the written consent and signature of a parent or legal guardian is required.
3. **The entry must not contain or reference any names, products, or services of any company or entity or any third-party trademarks, logos, trade dress, or promotion of any brand, product, or service.** Sponsor grants you the limited permission to display each of their marks and products in your entry solely for purposes of entering this Promotion and subject to these Official Terms and Conditions.
4. Each entry must be appropriate for public viewing, determined in Sponsor’s sole discretion.

Sponsor reserves the right in its sole discretion to not consider any entry for the Promotion if it believes the entry violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Terms and Conditions. You agree to reimburse Sponsor in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorneys’ fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to Sponsor hereunder. By entering, you warrant that your entry complies with the requirements set out above including those at (i)–(iv) above. By entering, you grant to Sponsor a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your entry and to otherwise use, exploit, copy, modify, adapt, edit, publish, and display the entry in any form, manner, venue, media, or technology now known or later developed for any and all purposes, including, without limitation, for purposes of trade, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in your entry in favor of the Sponsor.

By submitting your entry, you also grant to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the entry (all attributes, collectively, per person, a “Persona”) for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

**WINNER SELECTION:** After the close of the Promotion Period, a qualified Judging Panel chosen by Sponsor in its sole discretion will review all eligible applications received. The Judging Panel will review the applications based on the following criteria as weighted in their sole discretion: i. creativity and aesthetics; ii. connection to a StriveTogether, Inc. value of either Community, Courage, Equity, Progress or Results.

iii. The work’s ability to inspire change in communities to ensure the success of every child. All decisions are made in the Judging Panel’s and Sponsor’s sole discretion.

On or about September 1, 2022, Sponsor will select up to ten (10) Grand Scholarship Winners from among the eligible entries, using the process described herein.

The selected winners are subject to verification of eligibility and compliance with these Terms and Conditions.

Limit one (1) Scholarship per person and per household.

**SCHOLARSHIP AND DISPLAY:** Up to ten (10) winners will receive, upon verification of eligibility and compliance with these Official Terms and Conditions, a $1,000 scholarship and will be required to have their art displayed at the StriveTogether Cradle to Career Convening, September 21,2022, through September 23, 2022.

The Scholarship must be used only for Qualified Educational Expenses at an Eligible Educational Institution. For purposes of these terms: (a) “Qualified Educational Expenses” are tuition and fees required to enroll at or attend an eligible educational institution, along with course-related expenses, such as fees, books, supplies, and equipment that are required for the courses at the Eligible Educational Institution. These items must be required of all students in the course of instruction. Qualified Educational Expenses are NOT room and board, travel, research, clerical help, or equipment and other expenses that aren’t required for enrollment in or attendance at an Eligible Educational Institution; and (b) an “Eligible Educational Institution” is one whose primary function is the presentation of formal instruction and that normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance at the place where it carries on its educational activities.

Scholarship details and availability are subject to change, in which case a Scholarship of equal or greater value may be substituted at Sponsor’s sole discretion. Scholarships consist only of the items listed, are non-transferable, with substitution except at Sponsor’s sole discretion. Sponsor will determine all Scholarship details in its sole discretion. Federal, state, or local taxes on Scholarships, if any, and any other costs, fees, or expenses not listed above are the sole responsibility of each winner.

**WINNER NOTIFICATION/RELEASES**: Potential Scholarship winner(s) will be notified by email and/or phone call from Sponsor on or about July 15, 2022. Potential winner(s) must respond to the notification message and provide all requested information within two weeks (14 days) of the first contact or attempted contact from Sponsor or the potential Scholarship may be forfeited. To claim any Scholarship, Sponsor may require winner(s) to complete, sign, and return an assignment of rights and an Affidavit of Eligibility/Liability Release/Publicity Release forms and other applicable documents. All required documents must be completed and returned to Sponsor within five (5) days of the date and time listed on the documents. At Sponsor’s discretion, winner(s) may be required to produce picture or some other form of proper identification to claim any Scholarship. Sponsor reserves the right to substitute any Scholarship with Scholarship of equal or greater value. If a potential winner cannot be contacted, fails to claim the Scholarship in a timely manner, is disqualified, fails to execute and return any required forms in a timely manner, or if the Scholarship notification is returned as undeliverable, the Judging Panel may select an alternate winner from among the remaining eligible entries, or an alternate winner may be selected by another method as solely determined by Sponsor. Under no circumstances will more than the advertised number of Scholarships be awarded.

**TO BE ELIGIBLE TO WIN A SCHOLARSHIP, THE POTENTIAL SCHOLARSHIP WINNER MUST TRANSFER ALL INTELLECTUAL PROPERTY RIGHTS, TITLE, AND INTEREST THAT HE OR SHE DOES OR MAY HAVE IN THE ENTRY AND ANY RELATED MATERIALS (AS DETERMINED IN SPONSOR’S SOLE DISCRETION). BY ENTERING THIS PROMOTION, A SCHOLARSHIP WINNER EXPRESSLY AGREES TO COMPLETE ALL PAPERWORK REQUIRED TO COMPLETE THIS TRANSFER (THE “INTELLECTUAL PROPERTY ASSIGNMENT”) BEFORE HE OR SHE WILL BE PERMITTED TO CLAIM ANY PART OF A SCHOLARSHIP OR BE DECLARED A SCHOLARSHIP WINNER.**

**PUBLICITY & MARKETING:** Submission of an entry in the Promotion constitutes permission to the Sponsor to use entrants’ name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Promotion (whether or not required), including, without limitation, mailing address, phone number, and/or email address, during entry constitutes permission for Sponsor to use entrants’ personal information for purposes of administration of the Promotion. You also may opt in to be added to Sponsor’s customer database and to permit Sponsor to contact you in the future for promotional and other reasons. You may opt out of receiving such communications as set forth in Sponsor’s Privacy Policy (located at <https://www.strivetogether.org/privacy-policy/> ) or as provided within any such marketing materials (e.g., using the “Unsubscribe” feature provided in the footer of Sponsor’s emails). You understand that you are providing your information to Sponsor. The information you provide to Sponsor will only be used in accordance with Sponsor’s Privacy Policy.

**NO LIABILITY & INDEMNIFICATION:** By entering this Promotion, you agree to release, discharge, and hold harmless Sponsor and its respective directors, officers, employees, agents, and assigns (the “Released Parties”) from any claims, losses, and damages arising out of, or relating to, your participation in this Promotion or any Promotion-related activities (including, without limitation, your artwork) and the acceptance and use, misuse, or possession of any Scholarship awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the Promotion; any non-compliance by you with these Official Terms and Conditions; claims brought by persons or entities other than the parties to these Official Terms and Conditions arising from or related to your involvement with the Promotion; acceptance, possession, misuse, or use of any Scholarship or participation in any Promotion-related activity or participation in this Promotion; any malfunction, error, or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering, or announcement of any Scholarship or winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Promotion.

**OTHER TERMS:** Decisions of Sponsor on all matters related to the Promotion are final and binding. Sponsor reserves the right to cancel or modify the Promotion for any reason, including but not limited to, if fraud, misconduct, or technical failures destroy the integrity of the Promotion, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Promotion as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Terms and Conditions. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

**GOVERNING LAW:** Any disputes arising under this Promotion and/or these Official Terms and Conditions will be governed by relevant U.S. federal statutes and regulations and the internal laws of the State of Ohio. Any claim, legal proceeding or litigation arising in connection with these Official Terms and Conditions must be brought and maintained in a state or federal court of competent jurisdiction sitting in Cincinnati, Hamilton County, Ohio. By participating in this Promotion, participants consent to the exclusive jurisdiction and venue of the state and federal courts in Hamilton County, Ohio, in all disputes arising out of or related to this Promotion.

**RIGHT TO DISQUALIFY:** Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected; if the individual fails to comply with any requirement of participation or with any provision in these Official Terms and Conditions; if the individual’s behavior or communication at any point is disruptive, may, or does cause damage or to any person, property, or reputation of Sponsor; or if the individual is otherwise not in accordance with all applicable laws and generally accepted social practices as determined in Sponsor’s sole discretion.

**SEVERABILITY:** If any provision(s) of these Official Terms and Conditions are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**SPONSOR:** StriveTogether, Inc., 125 East Ninth Street, Second Floor, Cincinnati, OH 45202.