

OLD MAN OF THE MOUNTAIN T-SHIRT CONTEST TERMS AND CONDITIONS

By uploading or emailing your submission to the Rock On Foundation Old Man Of The Mountain T-shirt Contest and completing/signing the Parent/Legal Guardian Consent Form below, you hereby warrant that:

- A. You are a qualified participant in the Old Man Of The Mountain T-shirt Contest because you are a student in the state of New Hampshire and between 2nd and 12th grade.
- B. The design being submitted is original art created by you and does not violate any copyrights.
- C. The design being submitted is not subject to any third party intellectual property rights or trademarks.
- D. The design being submitted meets the requirements of the Old Man of the Mountain T-shirt Contest listed below.
- E. You have read these terms and conditions and you understand and agree to them. Violation of any of these warrants will disqualify your submission from being considered as a contestant in the Old Man of the Mountain T-shirt Contest.
- F. You may only submit one design entry per student. Additional entries will be deleted and disqualified from the contest.

The Rock On Foundation stipulates that:

- A. Judging for the contest will be conducted by an appointed T-shirt Committee. The T-shirt Committee will comply with the Rock On Foundation's Anti-Discrimination and Anti-Harassment Guide, and its Conflict of Interest bylaws.
- B. Immediate family members of the T-shirt Committee, the Rock On Foundation Board of Directors, and the Rock On Foundation Executive Director are not eligible to win in the contest.
- C. Entries not submitted by the deadline or in a form that is required by this contest will not be considered contestants for the contest.

Further, the copyright to any artwork submitted is retained by the submitting artist. However, you agree to grant Rock On Foundation and The Mountain a nonexclusive, worldwide, royalty-free, perpetual license to:

- A. Reproduce said art and associated textual description (in whole or in part) in print, electronic, and other media for the limited purposes described below.
- B. Modify for sizing, transmission, or distribution of your submission without prior or additional consent.
- C. Use the artists name, likeness and biographical information in connection with the art being submitted.

Additionally, Rock On Foundation and The Mountain will choose each age group's winner's artwork for use on a t-shirt to be sold online and out of The Mountain's catalog. Should you be the winner you lend your copyrights to the Rock On Foundation and The Mountain. Further, you agree that the Rock On Foundation and The Mountain may use these t-shirts that include your artwork for their exclusive sale and benefit in support of Rock On Foundation's non-profit objectives and for The Mountain to recoup wholesale costs of producing said t-shirts.

In exchange, each winner will receive an award of \$500 to be used to help him/her pursue his/her passion. Said usage must be approved by the legal guardian of the winner. Additionally, The Mountain will provide free t-shirts of the winning design to a class or club of the winner's choice. This order is not to exceed 50 t-shirts.

You also agree that:

- A. Submitted images may be used in publications in connection with the Rock On Foundation, The Mountain, and The Old Man of the Mountain T-shirt Contest.
- B. Submitted images may be used elsewhere in association with reporting of the Rock On Foundation, The Mountain, and The Old Man of The Mountain T-shirt Contest.
- C. Rock On Foundation may also use the submitted art in other promotional and advertising material in support of its non-profit objective of increasing the presence of, and opportunities in, the arts and athletics. Such use includes, on the Rock On Foundation website, social media platforms, and possible brochures and other promotional materials.

You also agree that:

- A. The Rock On Foundation reserves the right to reject any submission without showing cause (in which case, Rock On Foundation may not use that submission for any purpose without the specific separate permission of the artist).
- B. Rock On Foundation reserves the right to extend the contest submission deadline if need be.
- C. This Agreement may not be amended except by written agreement between the parties.

If you have any questions, please contact tshirt@rockonfoundation.org.