

# Official Rules

**VOID WHERE, OR TO THE EXTENT, PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN.**

## 1. INTRODUCTION

This document describes the official rules ("Official Rules") of the *FireFacts Name Our Fire House Puppy Contest* organized by the FireFacts.org, (the "Contest"). The object of this contest is to encourage and promote children and families to learn the importance of fire safety in the home. Information on how to enter and about the prizes is part of these Official Rules. To the extent of any inconsistency, these Official Rules prevail.

## 2. DEFINITIONS

"Entry" means a coloring page or colored drawing created by the Entrant for this Contest.

"Entrant" means the individual that offers the Entry, and the Entrant's parent or guardian, under the terms of this Contest.

The "Sponsor" means Catalytic Media Group, LLC dba FireFacts.org located at 422 Broad St, Nevada City, CA 95959, with mailing address of PO BOX 1505, Grass Valley, CA 95945.

## 3. ACCEPTANCE

Participation constitutes the Entrant's full and unconditional agreement to and acceptance of these Official Rules. By participating in the Contest, the Entrant is representing and warranting that he/she has read and understood, and agrees to be bound by, these rules. Including the guides and rules referred to herein, these Official Rules constitute the entire agreement between the Entrant and the Sponsor in relation to the Contest. They govern the Entrant's participation and supersede any prior or other agreements between the Entrant and the Sponsor and relating to the Contest.

## 4. ELIGIBILITY

- Contest is open only to US students, grades K-6<sup>th</sup>.
- Contest is open only to individuals. Contest is not open to companies, educational institutions, organizations, etc. or to groups associated with such institutions.
- Contest is void outside the US, and where prohibited by law.
- Employees and contractors of Catalytic Media Group, LLC and their respective parent companies, subsidiaries, affiliates, suppliers, advertising agencies, and families, and persons living in the same household as such employees, are not eligible to participate.

## 5. SEVERABILITY

When any provision of these Official Rules is found to be invalid by a court of competent jurisdiction, the parties nevertheless agree that the Court should endeavor to give effect to the intentions of the parties as reflected in the provision, and that the other provisions of these Official Rules remain in full force and effect.

**6. CONTEST PERIOD**

The Contest runs from October 1<sup>st</sup> 2009 through March 31<sup>st</sup>, 2010. Sponsor in its sole discretion may cancel or postpone the Contest.

**7. HOW TO ENTER**

To enter the Contest, the Entrant must (a) complete entry form and (b) submit both entry form and coloring page together within the Contest period. Entry form and coloring pages are available at <http://www.firefacts.org>. There is no fee to enter the Contest.

Entries must be postmarked no later than March 31<sup>st</sup>, 2010. Entries submitted will not be returned or acknowledged.

Without limiting any representations or warranties, the Sponsor has the right (though not the obligation) to, in the Sponsor's sole discretion, reject any Entry that, in the Sponsor's sole discretion, violates these Official Rules or any applicable Sponsor policy or is in any way objectionable. Sponsor also reserves the right to disqualify any Entrant or Entry at the Sponsor's sole discretion. No correspondence shall be entered into.

**8. WORK CRITERIA**

All Entries must meet specific criteria to be accepted into the contest: (a) Entry form must be complete in its entirety; (d) Coloring page or colored drawing must be completed by Entrant and (c) suggested name must not be trademarked, registered or copyrighted, or the property of an organization, company or individual.

**9. PRIZES**

Prizes will be awarded by category. The categories are:

- o Best Name/coloring page combo Grades K-1<sup>st</sup>
- o Best Name/coloring page combo Grades 2<sup>nd</sup> and 3<sup>rd</sup>
- o Best Name/coloring page combo Grades 4<sup>th</sup>- 6<sup>th</sup>
- o Grand prize, Best overall Name/coloring page combo
- o Computer lab upgrade awarded to Grand Prize winner's primary school. Only one computer lab upgrade will be awarded to one school. Value shall not exceed \$10,000.00 retail value US currency.
- o Cash prize awarded to participating fire department requires that the fire department (a) participated in provided our CDs to the Grand Prize winner's primary school and (b) provided Grand Prize winner's school with some form of fire safety educational program in 2009 or 2010. Only one cash prize will be awarded to only one fire department. Cash value to be awarded is \$3,500.00 US currency.

No more than one Prize will be awarded to any Entrant. The prizes are non-transferable and no substitution by winner or cash equivalent is permitted. The Sponsor may substitute prize for one of equal or greater value at its sole discretion. Entrants will be responsible for all federal, state, local and other applicable taxes relating to any prize awarded in this Contest.

**10. JUDGING AND SELECTION OF WINNER**

All entries will be judged by a panel of 5 persons, including members of Catalytic Media Group, First Alert and Farmers Insurance Group, with prizes awarded for best name, best coloring page/drawing combo.

Winners will be selected on or around April 30<sup>th</sup>, 2010. The decisions of the judging panel are final on all matters relating to the Contest and no correspondence will be entered into. All potential winners will be subject to verification of eligibility and compliance with these Official Rules. Winners will be notified on or around May 10th, 2010. If a winner cannot be notified within five (5) days after his/her/its selection, or in the event of non-compliance with any of these requirements, the prize will be forfeited, and the Entrant having the next highest score will be deemed the winner.

#### **11. REPRESENTATIONS AND WARRANTIES**

By participating in the Contest, the Entrant represents in connection with the Entry submitted as part of his/her participation in the Contest: (a) he/she is solely responsible for the creation of the coloring page/drawing; (b) the Entry is original and the use of the Entry as described in these Official Rules will not infringe the proprietary rights, including without limitation the intellectual property rights, of any third party; and (c) the Entry is consistent with these Official Rules.

#### **12. INTELLECTUAL PROPERTY**

Any Entry entered in this Contest shall become the exclusive property of Catalytic Media Group, LLC.

#### **13. AUTHORIZATION TO USE WINNER'S NAME**

Accepting the prize constitutes permission for the Sponsor to make public and otherwise use winner's name, picture (if submitted), biographical information, city and state of residence, and submitted work without further compensation in any use now known or hereafter developed for promotional and/or publicity purposes, unless prohibited by law.

#### **14. INDEMNITY; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

By participating in the Contest, the Entrant agrees to be bound by these Official Rules, including all eligibility requirements and all decisions of the Sponsor. By participating in the Contest, the Entrant agrees to indemnify, defend, and hold harmless the Sponsor and its officers, directors, employees, agents, affiliates, contractors, contributors, subsidiaries, licensors, distributors, and parent ("Sponsor Entities") from any and all liability, claims, or actions of any kind, (i) breach of any representation, warranty or covenant contained in these Official Rules; or (ii) participation in the Contest; (iii) acceptance and/or use or misuse of any prize in connection with the Contest; or (iv) any third party claim relating to any rights in any design submitted.

**BY PARTICIPATING IN THE CONTEST, THE ENTRANT AGREES THAT THE SPONSOR ENTITIES MAKE NO WARRANTY, REPRESENTATION, OR**

GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE CONTEST AND/OR THE PRIZES.

By participating in the Contest, the Entrant agrees that the Sponsor is not responsible, and will in no event be held liable, for any: (a) lost, late, illegible, misdirected, damaged, incomplete, corrupted or garbled entries; (b) or non-authorized intervention; or (d) damage caused by a computer virus or otherwise resulting to any computer from Entrant's access of the Contest website. If such malfunction, error, disruption, or damage occurs or impairs the administration, security, fairness, or integrity of the Contest, the Sponsor may, in its sole discretion, suspend, modify or terminate the Contest by posting a notice at <http://www.firefacts.org>. If the Contest is terminated before the scheduled end of the Contest Period, the Sponsor will determine the winner from all eligible entries received as of the termination date.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND ONLY TO THE MAXIMUM EXTENT PERMISSIBLE BY THE APPLICABLE LAW, BY PARTICIPATING IN THE CONTEST, THE ENTRANT AGREES THAT IN NO EVENT WILL THE SPONSOR OR ANY SPONSOR ENTITY BE LIABLE TO ENTRANTS OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM, RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN. ALSO NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BY PARTICIPATING IN THE CONTEST, THE ENTRANT FURTHER AGREES THAT IN NO EVENT WILL THE LIABILITY OF THE SPONSOR OR ANY SPONSOR ENTITY RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED THE GREATER OF AMOUNTS PAID BY THE ENTRANT TO ENTER INTO THE CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE ENTRANT. IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE ENTRANT AGREES THAT, BY ENTERING THE CONTEST, (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OR ACTION ARISING OUT OF OR IN CONNECTION WITH THE CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (II) ANY CLAIMS, JUDGEMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE CONTEST, BUT IN NO EVENT ATTORNEY'S FEES.

For the avoidance of doubt, to the extent that English law applies, nothing in these Official Rules shall limit or exclude either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.

**15. PRIVACY**

Except as otherwise stated herein or as otherwise agreed by the Entrant and the Sponsor, the information communicated by the Entrant in connection with Entry to the Contest will be used for the purposes relating to this Contest, and will not be communicated to third-parties without prior permission.

**16. INTERPRETATION, GOVERNING LAW; JURISDICTION**

Interpretation. In the case of any dispute about the interpretation of the Rules, Sponsor's decision as to the interpretation shall be final and Entrant shall be bound by Sponsor's decision.

Governing Law. The interpretation and enforcement of these Official Rules will be governed by the laws of the State of California, USA, except to the extent required to be governed by the local law in the place of residence of an Entrant. Contest is subject to all applicable, as the case may be, national, federal, provincial, state and local laws. Subject to Section 5 above, if necessary any provision of these Official Rules which is found to be invalid by a court of competent jurisdiction shall be deemed to be struck out from these Official Rules.

**17. CONSIDERATION**

The Entrant agrees that the ability to participate in the Contest and to compete for the prizes offered in connection with the Contest constitute, where required, sufficient consideration for the Entrant's obligations under these Official Rules.

Please retain a copy of these Official Rules for your records.