

***THE SPACE FOUNDATION PRESENTS:
NINTH ANNUAL INTERNATIONAL STUDENT ART CONTEST***

OFFICIAL RULES

VOID WHERE PROHIBITED BY LAW. NEED NOT BE PRESENT TO WIN.

INTERNET ACCESS IS REQUIRED.

- 1. Contest Host:** The Space Foundation, 4425 Arrowswest Drive, Colorado Springs, Colorado, 80907.
- 2. Contest Co-sponsor:** Firefly Aerospace
- 3. Eligibility:**
 - (a) To be eligible to participate (in each case as an “Eligible Participant”) in the ***SPACE FOUNDATION PRESENTS: NINTH ANNUAL INTERNATIONAL STUDENT ART CONTEST*** (“Contest”), you must satisfy the following criteria:
 - i. be age of eighteen or younger (18); and
 - ii. have a teacher (“Teacher”) or parent/legal guardian (“Guardian”) who is over eighteen (18) years of age and will provide parental consent to enter the Contest and grant the rights set forth herein.
 - (b) Employees of Sponsor or its affiliates, advertising or promotion agencies, those involved in the production, development, implementation or handling of this Contest, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, service providers, prize suppliers, any other person or entity associated with Contest (collectively “Contest Entities”) and/or members of their immediate families (spouses, children, siblings, parents) and/or persons living in the same household as such persons, whether or not related, are ineligible to enter the Contest.
 - (c) Participation constitutes full and unconditional agreement to, and acceptance of, these Official Rules. This Contest is subject to, and all Eligible Participants shall comply with, all applicable federal, state and local laws and regulations. VOID WHERE PROHIBITED BY LAW.
- 4. Contest Period:** The Contest begins on August 31, 2018, at 12:01:00 a.m. UTC and ends November 19, 2018, at 6:01:00 p.m. UTC (“Contest Period”). For purposes of this Contest, a day shall begin on 12:01:00 a.m. UTC and end on 6:01:00 p.m. UTC. Sponsor’s time clock is the official clock for this Contest.
- 5. Entry into the Contest:**
 - (a) To enter the Contest, complete the following steps:
 - i. If a Teacher of an Eligible Participant:
 1. Obtain any necessary approvals from your school’s authorities and administrators. Under no circumstances will Sponsor be liable for Teacher’s

failure to consult its school's authorities and administrators or for failing to obtain the necessary permission(s).

2. Obtain permission from the Guardian of the Eligible Participant. Under no circumstances will Sponsor be liable for any errors, omissions, or negligence of a Teacher while managing Guardian permissions.
3. Access the Contest at art.spacefoundation.org (the "Website").
4. Register for the Contest by providing your name and contact information, including e-mail address, and the Eligible Participant's name, age, and location. Once registered, Teacher may use its registration information and password to enter the Eligible Participant's submission in the form of artwork (collectively "Entry" or "Entry Information").

ii. If a Guardian of an Eligible Participant:

1. Access the Contest Website.
2. Complete and submit the electronic parental permission form;
3. Register for the Contest by providing your name and contact information, including e-mail address, and the Eligible Participant's name, age, and location. Once registered, the Guardian may use its registration information and password to enter the Entry Information.

(b) Limit one (1) entry per Eligible Participant during the Contest Period.

(c) The Entry must:

- i. depict the Eligible Participant's interpretation of the theme, "**Where Will Your Spaceship Take You?**" (the "Theme");
- ii. be an original work of art in any of the following media/formats: drawing, painting, mixed-media or digital;
- iii. ideally be of an original artwork size of 18" x 24", but required to be no smaller than 11" x 17" and no larger than 18"x 24";
- iv. be uploaded to the Website in high-resolution (300dpi) digital format using either of the file types: .jpg or .png;
- v. have a minimum resolution of at least 2400 pixels x 2400 pixels;
- vi. have a maximum size of no more than 10 Mb;
- vii. not contain copyrighted material;
- viii. not contain threatening, offensive, or abusive material;
- ix. be otherwise in full compliance with these Official Rules.

(d) **Entries must be received by 6:01:00 p.m. UTC on November 19, 2018.** All required Entry Information must be completed in full to be considered. Proof of delivery or receipt of any kind of Entry will not be deemed by Sponsors as proof of Entry. Any attempted form of Entry

other than as described herein is void. Each Entry will be judged on the criteria set forth below. Entries that contain information that is not reasonably pertinent to the judging criteria (described below), as determined by Sponsors in its sole discretion, or is otherwise in violation of these Official Rules will be disqualified. As determined by Sponsor any Entry that includes obscenities, objectionable material defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringes upon any third party's personal or proprietary rights, publicity rights, will be disqualified. Entries that are incomplete, illegible or corrupted are void and will not be accepted. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. For your Entry to be valid, you must acknowledge reading, accepting, and agreeing to all terms and conditions set forth in these Official Rules. All Entry Information is subject to Sponsors' Privacy Policy, www.SpaceFoundation.com/privacy.

6. Selection of Winners.

- (a) Eligible Entries will be judged by Sponsors' designated representative(s) (collectively "Judges"). BUT NOTE THAT THEY MAY BE REVIEWED ON A ROLLING BASIS AS THEY ARE RECEIVED. All eligible Entries will be judged by the Judges, who will select twenty-five (25) winners, three (3) from each age group (ages 3-4, ages 5-6, ages 7-8, ages 9-10, ages 11-12, ages 13-14, ages 15-16 and ages 17-18) and one Space Foundation Achievement Award winner (each a "Winner"). Entries will be judged based upon the following criteria: (1) creativity and originality, (2) quality and execution, (3) adherence to the Theme, and (4) overall impression.

7. Prizes:

- (a) The following prizes will be awarded to the winning Eligible Participants (each a "Winner"):
 - i. Total Prizes: A total of twenty-five (25) prizes (each a "Prize") will be awarded consisting of: one (1) Space Foundation Achievement Award prize(s) (the "Grand Prize"), eight (8) first place prizes, one in each age group (each a "First Place Prize"), eight (8) second place prizes, one in each age group (each a "Second Place Prize"), and eight (8) third place prizes, one in each age group (each a "Third Place Prize"). The approximate retail value ("ARV") for all Prizes is up to twelve hundred, two hundred and fifty dollars (\$1250.00 USD). Limit one (1) Prize per Eligible Participant. **IMPORTANT: DELIVERY CANNOT BE GUARANTEED FOR ALL COUNTRIES AND/OR STATES OR PROVINCES DUE TO INCOMPLETE DELIVERY ADDRESS PROVIDED BY PARTICIPANT; COUNTRY, STATE OR PROVINCE SHIPPING RESTRICTIONS AND/OR REGULATIONS BLOCKING DELIVERY.**
 - ii. Space Achievement Prize: One (1) Space Achievement Prize will be awarded to the Eligible Participant whose Entry receives the highest score, consisting of an art set, a ribbon and a certificate. The total ARV for each Space Achievement Prize is up to fifty dollars (\$50.00 USD). **IMPORTANT: DELIVERY CANNOT BE GUARANTEED FOR ALL COUNTRIES AND/OR STATES OR PROVINCES DUE TO INCOMPLETE DELIVERY ADDRESS PROVIDED BY PARTICIPANT; COUNTRY, STATE OR PROVINCE SHIPPING RESTRICTIONS AND/OR REGULATIONS BLOCKING DELIVERY.**
 - iii. First Place Prizes: Eight (8) First Place Prizes will be awarded to the Eligible Participant whose Entry receives the highest score, consisting of an art set, a ribbon

and a certificate. The total ARV for each Space Achievement Prize is up to fifty dollars (\$50.00 USD). **IMPORTANT: DELIVERY CANNOT BE GUARANTEED FOR ALL COUNTRIES AND/OR STATES OR PROVINCES DUE TO INCOMPLETE DELIVERY ADDRESS PROVIDED BY PARTICIPANT; COUNTRY, STATE OR PROVINCE SHIPPING RESTRICTIONS AND/OR REGULATIONS BLOCKING DELIVERY.**

- iv. **Second Place Prizes:** Eight (8) Second Place Prizes will be awarded to the Eligible Participant whose Entry receives the highest score, consisting of an art set, a ribbon and a certificate. The total ARV for each Space Achievement Prize is up to fifty dollars (\$50.00 USD). **IMPORTANT: DELIVERY CANNOT BE GUARANTEED FOR ALL COUNTRIES AND/OR STATES OR PROVINCES DUE TO INCOMPLETE DELIVERY ADDRESS PROVIDED BY PARTICIPANT; COUNTRY, STATE OR PROVINCE SHIPPING RESTRICTIONS AND/OR REGULATIONS BLOCKING DELIVERY.**
- v. **Third Place Prizes:** Eight (8) Third Place Prizes will be awarded to the Eligible Participant whose Entry receives the highest score, consisting of an art set, a ribbon and a certificate. The total ARV for each Space Achievement Prize is up to fifty dollars (\$50.00 USD). **IMPORTANT: DELIVERY CANNOT BE GUARANTEED FOR ALL COUNTRIES AND/OR STATES OR PROVINCES DUE TO INCOMPLETE DELIVERY ADDRESS PROVIDED BY PARTICIPANT; COUNTRY, STATE OR PROVINCE SHIPPING RESTRICTIONS AND/OR REGULATIONS BLOCKING DELIVERY.**

(b) Winners will be announced on January 18, 2019. The Entries of the Winners will be displayed at

- i. the 35th Space Symposium, held in Colorado Springs, Colorado, USA, in April, 2019; and
- ii. the Space Foundation Headquarters and Discovery Center, located in Colorado Springs, Colorado, USA.

5. Prize Award: All potential Winners will be contacted through the email address provided by the Teacher or Guardian. The failure to respond in a timely manner to the notification shall result in forfeiture of the Prize, ribbon and certificate. Sponsor will request, and potential Winner agrees to provide confirmation of parental permission/consent, an affidavit of eligibility and liability/publicity release covering eligibility, liability, advertising, publicity and media appearance issues, unless prohibited by law. A Prize will not be awarded until necessary information has been collected and all properly executed forms are returned ("Verification"). Upon completion of Verification, a potential Winner shall become a Winner. All Prizes will be delivered to the Winners at the address provided during Verification. If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a Prize with another Prize of equal or greater value. No transfer of any Prize. It is expressly understood that the Sponsor is under no obligation to any Winner other than as expressly set forth herein. **Each Winner is solely responsible for all federal, state and local taxes and fees associated with the receipt of a Prize.** Should federal, state or local law impose any tax reporting or filing obligations on Sponsor arising out of the Winner's participation in the Contest (including the Winner's receipt of and/or use of any Prize), the Winner agrees to timely provide Sponsor with any information that is reasonably needed for Sponsor to comply with any such reporting or filing obligations. **IMPORTANT: DELIVERY CANNOT BE GUARANTEED FOR ALL COUNTRIES AND/OR STATES OR PROVINCES DUE TO**

INCOMPLETE DELIVERY ADDRESS PROVIDED BY PARTICIPANT; COUNTRY, STATE OR PROVINCE SHIPPING RESTRICTIONS AND/OR REGULATIONS BLOCKING DELIVERY.

6. **Grant of Rights:** Each Entrant unconditionally assigns and transfers all rights, title, interest, claim, ideas, concepts, copyrighted materials and trademarks contained in any Entry submitted in the Contest and any and all rights including “moral rights” in any Entry submitted in the Contest to the Sponsor. Entrant unconditionally assigns and transfers to Sponsor all rights, title, interest, and/or claim, which he/she now has, or may in the future have to his/her Entry (including any and all essays submitted by the Entrant). Sponsor has the right to use, assign, modify, edit, adapt, dispose, and electronically alter Entrant’s Entry, including but not limited to, for moral rights, to appear in promotional and/or commercial materials, as well as to reproduce it, in whole or in part, without compensation or additional consent from Entrant, or any third party.

6. **Limitations of Liability and Release:** No liability or responsibility is assumed by Sponsor or resulting from any Eligible Participant’s participation in or attempt to participate in the Contest. Sponsor is not responsible for any typographical errors in the announcement of any Prize or these Official Rules. All Eligible Participants must have a valid e-mail address. No responsibility or liability is assumed by the Sponsor or Contest Entities for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, television, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestions on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest. By participating in the Contest, Eligible Participants agree to release and hold the Contest Entities harmless from any and all claims, damages or liabilities arising from or relating to such Eligible Participant’s participation in the Contest including, without limitation, any use or misuse of any Prize. By accepting a Prize, Winner agrees to release, and hold Sponsor harmless for any loss or injury including, without limitation, any personal injury or property damage resulting from participation in the Contest or acceptance or use/misuse of any Prize. The Prize may be deemed compensation to a Winner and may be subject to withholding in accordance with Sponsor’s payroll practices.

7. **Publicity Release:** Participation in Contest and/or acceptance of a Prize constitutes permission for Sponsor to use, without notice or further compensation, worldwide and in perpetuity, any Eligible Participant’s Entry, photo, likeness, biographical information, statement and voice in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Web Site or the Contest or other promotions, and Eligible Participant hereby releases the Contest Entities from any liability with respect thereto (each a “Publicity Release”).

8. **General:** By participating, Eligible Participants agree to these Official Rules and Sponsor’s Privacy Policy, www.SpaceFoundation.com/privacy, which are final and binding in all respects. Unclaimed Prizes will not be awarded. Winners must comply with any and all requirements and limitations associated with the use of any Prize. If for any reason the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, modify or suspend the Contest.

9. **Winners List/Rules Request:** For Winners' names (first name, city and state) or Official Rules, send a self-addressed, stamped envelope (VT residents may omit return postage) specifying “Official Rules” or “Winners List,” postmarked by February 15, 2019, to: Space Foundation, Attention: Ninth International Student Art Contest, 4425 Arrowswest Drive, Colorado Springs, Colorado, 80907.