

artUP 2011 Contest Rules

1. **Contest Description.** The artUP Competition (the “**Contest**”) is designed to connect artists with customers to initiate unique, creative opportunities. Judges will choose the winning entries and prizes will be awarded in accordance with these Official Rules.
2. **Sponsor.** The Contest is sponsored by Britten Inc. (“**Britten**”), a Traverse City corporation with principle place of business at 2322 Cass Road, Traverse City, MI 49684, USA.
3. **Binding Agreement.** In order to enter the Contest, you must agree to these Official Rules (“**Rules**”). The Rules consist of: (i) the terms and conditions on this page; (ii) the Entry Form; and (iii) the Parent Consent Form (“**Contest Materials**”) for individuals under the age of 18. If you are a minor, you must obtain the prior permission of your parent and/or legal guardian, who must agree to these Rules on his/her and your behalf before you can enter this Contest. Because these Rules form a legally binding agreement with respect to this Contest, please read them carefully. If you do not agree to the Rules, you are not eligible to participate in the Contest or to win any of the prizes. You agree that registration for this Contest and/or a submission of an entry in the Contest constitutes your agreement to these Rules.
4. **Eligibility.** Registration opens on **September 22, 2011 at 12:00:00 A.M. Eastern Standard Time (EST)**. Registration ends **January 31, 2012 at 11:59:59 P.M. Eastern Standard Time (EST)**. Internet access is required to register for the Contest.

The following persons are not eligible to participate in the Contest:

- i. Employees, interns, contractors, official office-holders, and any other representatives or agents of Britten;
 - ii. Immediate family members of Britten’s employees, interns, contractors, official office-holders, and any other representatives or agents; and
 - iii. Any persons professionally connected with the Contest and their immediate family members.
5. **Authorized Registrants.** Teachers, principals, and representatives from U.S. Schools and After School Programs, in addition to parents or legal guardians of children under 18 years of age, are eligible to register and submit entries on behalf of eligible Entrants (“**Authorized Registrants**”) as defined by these Rules. All persons over the age of 18 are eligible to register as an Entrant.
 6. **Contest Period.** The Contest begins **September 22, 2011 at 12:00:00 A.M. Eastern Standard Time (EST)**. The Contest ends on **January 31, 2012 at 11:59:59 P.M. Eastern Standard Time (EST)**.
 7. **How To Enter.** The registration period on the artUP website (artUP.BrittenBanners.com) (“**Contest Website**”) ends on **January 31, 2012 at 11:59:59 P.M. Eastern Standard Time (EST)**. Contest Materials and instructions are posted on the Contest Website.

Entries sent by means other than e-mail or by anyone other than Authorized Registrants will not be considered eligible entries. Submissions must be: (i) complete (as determined by Britten); (ii) appropriate (as determined by Britten); (iii) in English (unless otherwise specified); (iv) submitted online by **January 31, 2012 by 11:59:59 P.M. Eastern Standard Time (EST)**. Any submission not meeting the aforementioned criteria will be disqualified. Britten accepts no responsibility for submissions lost or delayed, howsoever caused. The Contest Website’s database clock will be the official timekeeper for electronically submitted registration. For purposes of these Official Rules, all times are Eastern Standard Time. Normal Internet usage charges imposed by the Entrant’s online

service provider will apply to Contest Website submissions and will be the Entrant's sole responsibility.

8. **Conduct.** By entering the Contest, you and your Authorized Registrant agree to comply with and be bound by the Rules, which will also be posted on the Contest Website. Failure to comply with these Rules may result in your disqualification from the Contest. You further agree to comply with and be bound by the decisions of the judges, which are final and binding in all respects. Britten reserves the right in its sole discretion to disqualify any Entrant it finds to be: (1) tampering or attempting to tamper with the entry process or the operation of the Contest; (2) violating the Rules; (3) violating the terms of service, conditions of use or general rules or guidelines of any Britten property or service; (4) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Any false information provided within the context of the Contest by any Entrant concerning identity, postal address, ownership of rights or non-compliance with the Rules may result in the immediate disqualification of an Entrant from the Contest. Britten further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion, infringes upon any third party right, violates any law or otherwise does not comply with these Rules.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY PROPERTY OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, BRITTEN INC. RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **Judging and Selection of Winners.** Entries will be judged by Britten employees, student leaders, and a panel of independent "**Guest Jurors**" based on the following judging criteria and in the judges' sole and unfettered discretion:
- i. Overall impression;
 - ii. Artistic merit;
 - iii. Creativity and originality; and
 - iv. Effectiveness for large-format display.

Decisions of the judges are final and binding. In the event there are less than 1,000 eligible entries, not all prizes will be awarded. If a winner is not able for whatever reason to accept his or her prize, then Britten reserves the right to award the prize to another Entrant.

There will be four (4) levels of judging for each category that will result in: "**Semi-Finalists,**" "**Finalists,**" "**Exhibitionists,**" and "**Grand Prize Winners**" as described in further detail below. At the first level, up to one thousand (1,000) Semi-Finalists will be selected by a panel of Britten employees to advance forward in the Contest. At the second level, three hundred (300) Finalists will be selected from the pool of one thousand (1,000) Semi-Finalists. A panel of student leaders from an art and design school will complete the second level of judging. At the third level, the Guest Jurors will select thirty (30) Exhibitionists from the pool of three hundred (300) Finalists. Winners at the Finalist and Exhibitionist levels will be announced on or before **March 15, 2012**. At the fourth level of judging, the Guest Jurors will select three (3) Grand Prize Winners from the pool of thirty (30) Exhibitionists.

10. **No Illegal, Offensive, or Inappropriate Content.** The Entry must not, in the discretion and judgment of Britten, contain words, images or statements considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or who are disabled; contain any threats to any person, place, business, group or entity, or contain material that is unlawful; contain materials that promote bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or disability; contain any materials that depict illegal acts, are sexually explicit, libelous, obscene, violent, hateful, slanderous; or contain other inappropriate content which includes, but not

limited to, any display of smoking, alcohol, illegal drugs, firearms, harming of animals, nudity, provocative/suggestive outfits or poses.

11. **Prizes.** The three (3) Grand Prize Winners will each receive equal part (\$5,000) of a \$15,000 cash prize. Exhibitionists and Grand Prize Winners will have their submissions displayed in large format at various locations throughout the United States. Finalists, Exhibitionists, and Grand Prize Winners will be notified of the location of their displayed entries. Taxes and fees, if any, are the sole responsibility of prizewinners.
12. **Media Activity.** By participating in this Contest, you agree and hereby grant Britten Inc. permission to use, copy, modify, distribute, and publicly display your Contest submissions for any purpose, such as, but not limited to, press and media communications, without any compensation or attribution to you. You also agree to participate in any media or promotional activity regarding the Contest. If you are one of the three (3) Grand Prize Winners, one of the thirty (30) Exhibitionists, one of the three hundred (300) Finalists, you agree that Britten may use your name and likeness to administer and promote the Contest and to conduct media interviews and promotional events.
13. **Privacy Notice.** By participating in the Contest, you agree that Britten can collect your personal information, and if Britten cannot collect the required data, you may not be eligible to participate in the Contest. Any personal information collected during the course of the Contest by Britten will only be used for administering this Contest and for other purposes as outlined in these Rules. You will have the right to access, review, rectify or cancel any personal data held by Britten by writing to Britten (Attention: Privacy Matters) at the Britten address listed in Section 2.
14. **General Conditions.** This Contest is governed by the laws of the State of Michigan, United States. All federal, state and local laws and regulations apply. By participating in this Contest, you agree to be bound by the terms of these Rules and by Britten's decisions, which are final and binding on all matters pertaining to this Contest. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within five (5) business days of attempted first notification will forfeit his or her prize. Potential prize winners may be required to sign, notarize, and return an affidavit or declaration of eligibility, a liability/publicity release, an I.R.S. Form W-9, within three (3) business days and provide any additional information that may be required by Britten. Failure to comply within this time period may result in disqualification and selection of an alternate winner. Britten is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prizes. Entrants certify that their submission is original and that they are the sole and exclusive owner and rights holder of the submitted submission (or if they are not sole and exclusive owner and rights holder of the submission, that they have obtained the necessary permission to include the submission in the Contest) and that they have the right to submit the submission in the Contest. Each entrant agrees not to participate in the Contest in any manner that might: (i) infringe any third-party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violate any other applicable law.
15. **No Recourse to Judicial or Other Procedures.** To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and you expressly waive any and all such rights. Entrant must bring any claim arising out of or related to selection of the Grand Prize Winners no later than thirty (30) days after the Grand Prize Winners are selected.
16. **Limitations of Liability.** By entering the Contest, each Entrant agrees that Britten, as well as any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees, and agencies (collectively, the "**Promotion Entities**") are not responsible or

- liable for, and shall be released and held harmless from any and all claims, demands and liabilities arising out of or relating to the Contest, Entrant's participation in the Contest and/or any Contest-related activity, including, without limitation, from winner's use or misuse of a prize or any portion thereof. Prizewinners assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest. Each Entrant further agrees that the Promotion Entities are not responsible or liable for and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable mail or e-mail, postage-due notices, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of Sponsor that may cause the Contest to be disrupted; (iv) any printing, human, typographical or other errors or ambiguities in or involving any materials associated with the Contest; (v) claims based on publicity rights, defamation, or invasion of privacy.
17. **Third Parties.** Britten is not responsible for the policies, actions, or inactions of others, including Entrant's parents/legal guardian or representatives from U.S. Schools or After School Programs that might prevent the Entrant from entering, participating, and/or claiming a prize in this Contest.
 18. **Intellectual Property.** By registering for the Contest and/or submitting an entry you agree explicitly that all components of your artwork and supporting statement are indeed original creations. Any intellectual property infringement, misuse or plagiarism of another's work in any form or state will result in immediate disqualification and forfeiture of eligibility to receive all awards, recognition and prizes. You also agree to allow Britten to make public statements regarding any disqualifications and any grounds for disqualification. All intellectual property and industrial property rights in any entries that belonged to the Entrants will remain with the Entrants, but the digital submissions will otherwise become the property of Britten, and will not be returned after the Contest. You grant Britten permission to use, copy, modify (for sizing purposes only), distribute, and publicly display your Contest submission for marketing purposes, including display on the Britten and/or artUP website, with proper attribution to you.
 19. **Internet.** Britten is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Britten is not responsible for theft, destruction, unauthorized access to, alterations of Contest materials; or for technical, network, telephone equipment, or electronic, computer hardware or software malfunctions; or limitations, problems, traffic congestion on the Internet, at any website or any combination thereof. If for any reason the Internet portion of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Britten reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest.
 20. **Severability.** If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
 21. **Winner List.** All contest winners (Finalists, Exhibitionists, and Grand Prize Winners) will be announced on April 1, 2012. The results will be posted on the artUP website. Entrants may choose to send a self-addressed stamped envelope if they wish to receive results via United States Postal Service.
 22. **Amending Contest Rules.** Britten may amend Contest Rules during term of Contest as it deems appropriate.