



Cursive is Cool® Instagram Contest

VIDEO CONTEST OFFICIAL RULES

TERMS and CONDITIONS

August 2019

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**
2. **SPONSOR:** Campaign for Cursive®/American Handwriting Analysis Foundation, 424 Lamont Terrace, Buffalo Grove, IL 60089. "Sponsor and its agents" shall mean Campaign for Cursive®/American Handwriting Analysis Foundation, its advertising/promotional and/or fulfillment agencies and their respective parent companies, affiliates, subsidiaries and their respective employees, officers, directors and agents.
3. **ELIGIBILITY:** This Cursive is Cool® Instagram Video Contest is:
 - a. Open to legal residents in the 50 United States and the District of Columbia who are 6 years or age or older and less than 13 years old and/or are in the first through sixth grades and have internet access;
 - b. Void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions and wherever prohibited or restricted by law; and
 - c. Subject to all applicable federal, state and local laws. Entrants who are not of the age of majority in their state of residence ("Minor") must have their parents' or legal guardians' ("Parent") consent to participate in the Instagram Video Contest and such entry will be deemed to have been submitted by the Parent. Employees, volunteers and consultants of Campaign for Cursive® / American Handwriting Analysis Foundation and each of their respective affiliates, subsidiaries, divisions, and advertising and promotional agencies, prize suppliers and their respective officers, directors and agents (collectively, the "Video Contest Entities") and the immediate family members and persons living in the same household of each are not eligible to enter or win.
4. **HOW TO ENTER:** The Video Contest begins on August 8, 2019 at 10:00 am Pacific Time ("PT") and ends on August 21, 2019 at 11:59 am PT (the "Video Contest Period"). Sponsor is the official timekeeper for the Video Contest.
 - a. Go to the Instagram app or online to the Campaign for Cursive/Cursive is Cool® Instagram page (<https://www.instagram.com/campaign4cursive/>) and follow our page.
 - b. **There is one method of entry:** Online: during the Video Contest period, access the Video Contest rules/Terms and Conditions at <https://www.ahafhandwriting.org/links/c4c-contest.pdf> , then follow the link for the

contest entry in our Instagram profile and complete the required fields as indicated on the online entry form (an "Online Entry").

- c. Along with the online entry form, please submit a 30-to-60-second video answering the question **"Is cursive writing important and why?"** (*Any videos less than 30 seconds or over 60 seconds will be disqualified*). Be creative! Enlist your parents' help to hold the phone to record your video entry. Feel free to film inside, outside, use props, your favorite pet, your favorite writing instruments and paper to tell us why you think cursive writing is important. Creativity counts. Enthusiasm counts. Plan out your video and then start filming!
- d. When talking about the Video Contest online, feel free to add the **hashtag #cursiveisimportantcontest** so you can see what's being talked about!
- e. If you have a compatible mobile device and choose to use it to participate and submit an Online Entry, standard message and data rates may apply based on the terms and conditions of your wireless carrier's plan. Other charges may apply, such as normal airtime and carrier charges, and may appear on your mobile device bill or be deducted from your mobile device prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on data rate plans and charges relating to you and your participation in this Video Contest.
- f. An Online Entry is referred to hereafter as, "Video Contest Entry". Limit one (1) Video Contest Entry per person during the Video Contest Period. Any attempt by an entrant to submit more than one Video Contest Entry shall render any entries ineligible. Entrants agree that by submitting a Video Contest Entry, entrant agrees, understands and complies with these Official Rules.
- g. Illegible and/or incomplete Video Contest Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Sponsor and its agents are not responsible for lost, late, or misdirected Video Contest Entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the Video Contest Entries. Proof of submission of entry at Website does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Video Contest without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Video Contest is prohibited and may result in the disqualification of the entrant.
- h. In the event of any dispute concerning the identity of any entrant, the Video Contest Entry submitted as an Online Entry will be deemed submitted by the natural person who is the authorized account holder of the transmitting email address used to participate in the Video Contest. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If a dispute regarding the entrant's identity cannot be resolved by Sponsor, the Video Contest Entry will be deemed ineligible. All Video Contest Entries become the sole

property of the Sponsor and will not be acknowledged or returned, and will be used in promotional materials in both print and digital versions by the Sponsor.

- i. All eligible Online Entries will be displayed on Sponsor website for voting by the public for a special "People's Choice Award"; voting period which will begin on or about August 23, 2019 at 10:00am PST and run until on or about August 29, 2019 at 11:59pm PST.
5. **CONDITIONS OF SUBMISSION:** By submitting an Online Entry, the submitting party and any person whose likeness is displayed, agrees that Campaign for Cursive®/American Handwriting Analysis Foundation has the right to use the words, images and videos at its discretion for any purpose, including advertising and promotion. Campaign for Cursive®/American Handwriting Analysis Foundation is also wholly free to use any image/video submitted. The submitting party and any person whose likeness is displayed understand and agree that they relinquish any right to control the use of the submission and its contents to Campaign for Cursive®/American Handwriting Analysis Foundation. This relinquishment of any right to control the use of the submission or its contents is agreed upon in consideration for the right to participate in this contest. The participant waives any right or claim to legal liability for use by Campaign for Cursive®/American Handwriting Analysis Foundation of the submission or its content. The participant will not make any claim and releases any right to make a claim and assumes all risks incident to this contest. All entries become the property of Campaign for Cursive®/American Handwriting Analysis Foundation. Image or video submissions that contain depictions of other third party artistic works, other company's products, copyrights, trademarks/trade names, logos, or similar brand identifying marks will not be permitted. By entering, each participant warrants and represents that entry is his/her own original work, has not been previously published, that Participant owns or otherwise controls all of the rights to entry materials and each Participant unconditionally assigns and transfers to Sponsor all rights, title, interest and claim, which it now has or may in the future have to the entries or any element(s) thereof.
6. **POTENTIAL WINNER SELECTION AND NOTIFICATION:** Potential winners for the three (3) prizes will be selected by the Judging Committee of the Sponsor from among all eligible Video Contest Entries received by August 21, 2019 before 11:59pm PST by Sponsor or its designee, whose decisions are final and binding on all matters relating to the Video Contest ("Potential Winners").
Potential winners for the "People's Choice Award" will be selected by the online voting public via the link in the bio of our Instagram page (<https://www.instagram.com/campaign4cursive/>) from among all eligible Video Contest Entries received by Aug. 21, 2019 before 11:59pm PST by Sponsor or its designee, and the winner will be posted online at the website on or about Aug. 31, 2019.

Entrants need not be present to win. Potential Winners (or Parent if a Potential Winner is a Minor) will be notified by e-mail ("Prize Notification") and must provide by e-mail within five (5) calendar days of the date of the Prize Notification (the "Deadline"), his/her full name, mailing address (no P.O. Boxes) and any additional information ("Information") requested by Sponsor. If a Potential Winner does not provide the Information in response to the Prize Notification by the Deadline, he/she will be disqualified and an alternate Potential Winner may be selected, if time permits, by Sponsor from all eligible entries received for the original Video Contest. Once Sponsor receives Potential Winners' Information and if required by Sponsor, a completed and

signed Affidavit of Eligibility and Liability/Publicity Release and any other forms required by Sponsor by the specified deadline, Sponsor shall declare that Potential Winners of the Video Contest. If an Affidavit of Eligibility and Liability/Publicity Release, and any other required forms are not required by Sponsor, which shall be determined in Sponsor's sole discretion, and upon Sponsor's receipt of the Information, if received by the Deadline, the Potential Winners will be declared the winners of the Video Contest. Sponsor is not responsible for any failure of delivery of the Prize Notification as described in herein. Return of any Prize Notification to Sponsor (e.g. email is undeliverable), non-response by Potential Winners, or failure to meet Sponsor's Deadline will result in Potential Winners' disqualification, and an alternate Potential Winner may be selected by Sponsor's Judging Committee if time permits.

7. PRIZES:

- a. First Place: \$250 + Jr. Pelikan Pen
- b. Second Place: \$150 + Jr Pelikan Pen
- c. Third Place: \$100 + Jr. Pelikan Pen
- d. SPECIAL "People's Choice" Award - Fountain pen + Cursive practice book

PRIZE CONDITIONS: Selection and specifics of the three (3) prizes will be determined in the Sponsor's sole discretion. The prizes are subject to availability and may not be awarded. No cash redemption or prize substitution allowed, except by the Sponsor, who reserves the right in its sole discretion to substitute cash value or another prize it believes is of equal or greater value. The Prizes are non-transferable. The Prizes are awarded "AS IS" and without WARRANTY OF ANY KIND, express or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prizes is at Prize Winners' sole risk and Sponsor is not responsible for any damages whatsoever, including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of any such prize. Prizes will be mailed to Prize Winners via USPS mail.

8. **GENERAL CONDITIONS:** By participating in this Video Contest, entrants agree: (a) to be bound by these Official Rules, the decisions of Sponsor and/or its designee, and [AHAF's Privacy Policy](#); (b) to release and hold harmless Sponsor, Instagram, Facebook, Inc., Twitter, Inc., any social media sites where this Video Contest may be promoted and the Video Contest Entities and their respective agents from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, or related to their participation in the Video Contest and/or their participation in any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)); and (c) to be contacted by Sponsor. Sponsor reserves the right to make changes or additions to these Official Rules and/or extend the dates of this Video Contest for any reason at any time. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Noncompliance with any of these Official Rules may result in disqualification. By entering this Video Contest, entrants and Prize Winners agree to maintain a behavior in accordance with all applicable laws and generally accepted practices. Sponsor reserves the right at its sole discretion to disqualify any entrant or Prize Winner if his/her behavior is determined by Sponsor, is unsportsmanlike or is of a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

9. USE OF PERSONAL INFORMATION: In order to participate in this Video Contest, entrants will be required to supply certain information about themselves. This information will be used by Sponsor for the purposes of administering the Video Contest. The personal information will be collected, processed and used in accordance with the Cursive is Cool® / American Handwriting Analysis Privacy Policy, which can be found at <https://www.ahafhandwriting.org/sites/default/pdf/ahaf-privacy.pdf>.

10. INTERNET/MOBILE: If for any reason the Video Contest is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, including but not limited to failures of wireless, cellular, or Internet service providers, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Video Contest, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Video Contest or Website, and to cancel, terminate, modify, or suspend the Video Contest without notice and to select the winner from all eligible Video Contest Entries received prior to the cancellation or termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer and mobile device online systems, servers, or providers, computer equipment, software, failure of any e-mail or Video Contest Entry to be received by Sponsor on account of human error, technical problems or traffic congestion on the Internet or at any website, theft or destruction, or unauthorized access to, or tampering with or hacking of Website, any combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Video Contest.

11. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY ONLINE SERVICE OR WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATIONS OF THE VIDEO CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. DISPUTES: Each entrant agrees that all issues, disputes and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant or the Video Contest Entities in connection with the Video Contest, shall be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state of California. If any controversy or claim arising out of or relating to the Video Contest, the Official Rules, or the breach of any term hereof cannot be otherwise resolved, it must be submitted exclusively to binding arbitration conducted in the county of Los Angeles, and administered by Judicial Arbitration and Mediation Services ("JAMS") in accordance with its Streamlined Arbitration Rules and Procedures or subsequent versions thereof (the "JAMS Rules"). The JAMS Rules are currently available at <https://www.jamsadr.com/adr-rules-procedures/>. The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an experienced arbitrator licensed to practice law in California. The decision of the arbitrator shall be binding, final and conclusive and shall not be appealable to any court. The remedy for any claim shall be limited to actual out-of-pocket expenses (if any), not to exceed one hundred dollars (\$100), and in no event shall any party be entitled to recover punitive, exemplary, consequential or incidental damages, including attorneys' fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other

equitable relief, and entrant (or the entrant's parent if entrant is a Minor) further waives all rights to have damages multiplied or increased. Notwithstanding the above, each entrant agrees that any disputes, claims and causes of action arising out of or connected with this Video Contest or the Prizes awarded or the determination of Prize Winners shall be resolved individually, without resort to any form of class action.

13. PUBLICITY: By accepting a Prize, unless prohibited by law, the Prize Winner consents that Sponsor may use the Prize Winner's name, statements, photograph, likeness (including without limitation, his/her voice, biographical information, city and state of residence), statements concerning the Video Contest, or Sponsors' products without further compensation or notice for purpose of Sponsor's advertising, promotion, and merchandising purposes, without additional compensation or prior approval, and grant all rights to edit or modify and to publish and copyright it.

14. WINNERS LIST/OFFICIAL RULES: For a Winners List or a copy of the Official Rules, please send a self-addressed stamped envelope to: "Cursive is Cool® Instagram Video Contest" Winners List/Official Rules, 424 Lamont Terrace, Buffalo Grove, IL 60089 to be received no later than September 15, 2019.

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This Cursive is Cool® Instagram Video Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, Twitter or any other social media sites where this Video Contest may be promoted. Any questions, comments or complaints regarding the Video Contest should be directed to Sponsor at and not Instagram, Facebook, Twitter, or any other social media sites where this Video Contest may be promoted.

Reference to third parties in connection with the prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor for the Video Contest.

//END OF OFFICIAL RULES//