# 2012 Think Pink T-Shirt Design Contest Official Entry Form

This form must accompany artwork in PDF format submitted in the 2012 Think Pink T-Shirt Design Contest for White Plains Hospital.

Entry Deadline: Thursday, August 30, 2012 at midnight.

Submission: All entries must be submitted by email to WPHThinkPink@gmail.com and must include a fully executed Official Entry Form.

Artist _____Date_____

Address_____

City_____State_____Zip_____

Phone (Day)_____(Night)_____

Email_____

I have read, fully understand and agree to comply with, and be bound by, the attached Terms and Conditions of this contest, which are hereby incorporated in the Official Entry Form in their entirety. I understand that I relinquish all claims to any and all copyrights, royalties and other benefits derived from the sale or reproduction of this work. I further authorize White Plains Hospital to display my entry on its website: wphospital.org, its Facebook page or any other promotional materials, even if it is not selected as the winning entry.

Signature of Artist_____

All entries must be signed above.

# 2012 THINK PINK T-SHIRT DESIGN CONTEST
# TERMS AND CONDITIONS

## I. Contest Overview

The “2012 Think Pink T-Shirt Design Contest for White Plains Hospital” (the "Contest") is a skills contest sponsored and administered by the White Plains Hospital Medical Center (“WPH”) wherein each entrant submits up to three (3) t-shirt designs (each, a “Design”). Each Design must be printed on a pink t-shirt with four (4) color printing on the back. One (1) winner (the “Winner”) will be selected by a panel of judges appointed by WPH (the “Judges”), in accordance with these Terms and Conditions. The WPH will produce and sell a t-shirt, which embodies the winning Design.

## II. Eligibility

The Contest is open to legal residents of the United States who are eighteen (18) years of age or older at the time of commencement of the Contest (except where restricted or prohibited by law) (“Entrant(s)” or “You”). Proof of age and jurisdiction may be required. Employees, officers and directors of WPH and their respective subsidiaries and affiliates and members of their immediate families or households are ineligible to participate in the Contest. No purchase or use of services of WPH is necessary to enter the Contest. WPH’s interpretations of these Terms and Conditions and decisions are final.

## III. How to Enter

Each entry for the Contest (the “Entry”) must be received by 11:59 pm EST on Thursday, August 30, 2012 (the “Contest Period”). Entrants may submit up to three (3) Designs, pursuant to the above specifications, and must complete a separate entry form for each Design. Each Design with the accompanying entry form must be submitted via email to: wphthinkpink@gmail.com as PDF files not to exceed, in the aggregate, 5MB in size. The Winner may be required to provide the original and other necessary materials for production. WPH may disqualify any Entry that contains any content, display, materials and/or images that are or could be considered inappropriate, illegal, unsuitable or offensive, as determined by WPH, in its sole discretion.

## IV. Entrant Acknowledgements

By entering the Contest, you agree and acknowledge the following:

A. You meet the aforementioned eligibility requirements, and You certify that: (i) your Design is in fact designed by You; (ii) the Design is the sole, exclusive and original creation of Entrant and has not been copied in whole or in part from any other work; (iii) the Design does not violate or infringe on any copyright, trademark/trade name, logo or intellectual property right, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iv) the Design has not been produced or submitted in any other competition; (v) the Design was not created at your job, using your employer's equipment or on your employer's time; (vi) no other person or entity has any interest in the Design; and (vii) You are responsible for any and all clearances in connection with such Design.

B. For good and valuable consideration (the receipt and sufficiency of which you hereby acknowledge), you unconditionally assign and transfer all ideas, concepts, copyrighted materials and trademarks contained in your Entry (including without limitation the Design(s) and any and all rights, title or interest in your Entry, including, but not limited to, "moral rights" in the Entry) to WPH. WPH shall have the right to use, transfer, sell, assign or dispose of the Entry however WPH sees fit without any approval of or compensation to, you or any third party. Without limitation of the foregoing, you hereby expressly acknowledge, certify and

agree that the Entry is and shall be deemed a "work made for hire" (as defined under the U.S. Copyright Act of 1976, as amended, and for the purpose of all other copyright laws throughout the universe) for WPH and/or a work assigned to WPH, as applicable. You hereby assign to WPH any and all so-called "rental or lending rights" or similar rights and you expressly acknowledge that the consideration herein is equitable consideration for such rights. If it is determined that the Entry does not qualify as a "work made for hire", then such Entry, together with all rights therein shall be automatically assigned to WPH. You hereby grant to WPH the right as attorney-in-fact solely to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such additional documents as WPH may deem necessary to evidence and effectuate WPH's rights hereunder.

C. Without limiting any of WPH's rights in the Entry, you further acknowledge, certify and agree that WPH is and shall be deemed the author and/or exclusive owner of all of the foregoing for all purposes and the exclusive owner throughout the universe, in perpetuity of all the rights comprised in the copyright thereof, and of any and all other rights thereto, and that WPH shall have the unrestricted right to (and authorize others to) publish, license, copy, modify, use, distribute, sell (in whole or in part), exhibit, webcast, podcast, broadcast, reproduce, encode, compress, encrypt, incorporate data into, edit, rebroadcast, transmit, record, publicly perform, display, create derivative works of, distribute and synchronize in time related to visual elements, post, and/or otherwise use and/or exploit the Design or any parts thereof, in any and all manners or media now known or hereafter devised, throughout the universe, in perpetuity, in all formats and configurations as WPH determines, in its sole discretion, for any purpose, including, but not limited to, the right to make any and all uses thereof, or for purposes of merchandising, advertising or trade, without any compensation to You or any third party. You understand, acknowledge and agree that: (i) all material submitted will become the property of the WPH or its designees; (ii) WPH will have no obligation to acknowledge or return any materials, including, without limitation, any Design(s); and (iii) WPH will have no obligation to publish, display, exploit or otherwise use the Design(s) for any purpose.

D. Without limiting any of WPH's rights in the Entry, (i) WPH and its designees will have the right, without any further compensation to You, to post the Design(s) and/or use your name and any submitted likeness in any manner or media now known or hereafter devised throughout the world in perpetuity, including without limitation, (a) on WPH's website(s) and/or any other web site related to or affiliated with WPH or the Contest (collectively, the "Contest Websites"); (b) in television programming, internet materials and downloads; and (c) other promotional or commercial materials created in connection with WPH or otherwise, and to use and edit any of the Design at any time or times, in any media now known or hereinafter devised. You shall have no right of notice, review or approval of any such use of the Design, as applicable, and/or your name, or any right to further compensation to You (ii) You acknowledge and agree that the Design and/or your name, image or likeness may be used in whole or in part, alone or in combination with other works, and that such materials may be changed, altered, edited or modified, used in distorted, illusory or composite form, or in any other manner, as solely determined by WPH; (iii) You warrant and represent that You have received all rights, releases and permissions which may be necessary to grant the rights set forth herein; and (d) You shall provide specific written consent, to the extent applicable, to any use granted above upon request of WPH. Notwithstanding anything to the contrary contained herein, WPH will not be liable for any failure to pay You or properly credit You in connection with such use.

E. The decision of the Judges will be final and binding on all Entrants. WPH shall not bear any liability for the loss, theft or misuse of any prize or any property damage, personal injury or misfortune in any way attributable to this Contest or the contest prizes. All taxes, to the extent applicable, on prizes are the sole responsibility of the Winner. Participation in the Contest constitutes your full and unconditional agreement to and acceptance of these Terms and Conditions and agreement and acknowledgment of the foregoing and the following. You hereby warrant and represent that all information provided by you is true, accurate and complete.

## V. Winner Selection; Prizes

The Judges will review the Entries and select the Winner based on originality, creativity and most compelling design (the "Judging Criteria"). All incomplete or non-conforming Entries will be disqualified. WPH reserves the right to not select a Winner if WPH determines in its sole and absolute discretion that the Entries did not meet the minimum qualification standards based on the Judging Criteria. The Winner will receive a one hundred dollar ($100) gift card to Simon Malls and two T-shirts featuring the winning design. The total approximate retail value of

the prize(s) will be $140**.** The Winner may not substitute or transfer prizes, but WPH reserves the right to substitute prizes with prizes of equal or greater value.

## VI. Winner Notification

The Winner will be notified by telephone and/or email on or about September 10, 2012 The Winner may be required to sign an affidavit of eligibility to verify his/her eligibility, including, without limitation, his/her age and residence (collectively, the "Affidavit of Eligibility") to receive the prize. WPH will make up to two (2) attempts over a twenty four (24) hour period following the Winner selection to contact the potential Winner. Prizes must be claimed by providing proper identification and eligibility forms within three (3) days of notification or an alternative winner will be picked. If the Winner cannot be reached after a reasonable effort has been made or an Entrant is found to be ineligible, such Winner will forfeit all privileges and prizes, and WPH may, in its sole discretion, select an alternate winner.

## VII. Releases

By participating in the Contest, Entrants agree that WPH and those involved in the development, production (including prize suppliers), implementation and distribution of the Contest and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion (hereinafter collectively called "Promoters"), shall not be liable for any claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, the Contest, including Entry and participation in the Contest and acceptance, possession, use or misuse of the prizes. All Entrants further agree that in the event of any third party claims, damages, losses or injuries, arising from or relating to such Entrant's participation in this Contest, such Entrant will indemnify and hold Promoters harmless from and against any and all such claims, including reasonable attorneys' fees related thereto. Promoters shall not be liable for entries that are delayed, lost, misdirected, misdelivered, incorrect or incomplete. Promoters shall not be responsible for any technical malfunctions; any errors of any kind, whether human, mechanical or electronic; or any combination thereof.

## VIII. General Conditions; Tampering; Cancelation/Suspension/Modification

The Contest is void where prohibited by law and is subject to all applicable laws, including, without limitation, U.S. federal, state, and local laws and regulations. Any person attempting to defraud or in any way tamper with the Contest will be ineligible for prizes and may be prosecuted to the full extent of the law. WPH reserves the right, in its sole discretion, to cancel or suspend the Contest. WPH reserves the right to modify the Terms and Conditions of the Contest in any way or at any time. All taxes on any prize won are the sole responsibility of the Winner, including, without limitation, any federal, state, or local taxes which may be deemed applicable in such Winner's jurisdiction of residence. To receive a copy of these Terms and Conditions or the winner list, send a self-addressed stamped envelope to: White Plains Hospital, Attention Marketing Department, 41 East Post Road, White Plains, NY 10601. Specify "winner list" or "terms and conditions" on your request.

## IX. Severability; Governing Law; Venue

If any provision hereof or the application of any provision hereof to any person or circumstances is held to be legally invalid, inoperative or unenforceable, then these Terms and Conditions shall be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of these Terms and Conditions, valid and enforceable. If a court declines to amend these Terms and Conditions as provided herein, the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in these Terms and Conditions. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the rules of conflicts of law. Each Entrant hereby agrees and consents that any legal action or proceedings with respect to this Contest shall only be brought in the courts of the State of New York and in Westchester County.