

Vietnamese Boat People Design Contest Official Rules and Terms and Conditions

1. **Eligibility:** The Vietnamese Boat People Design Contest (the “Contest”) is open only to those who sign up at www.vietnameseboatpeople.org and who are eighteen (18) years of age or older and reside in the United States as of the date of entry. The Contest is only open to legal residents of the United States, and is void where prohibited by law. Employees of Vietnamese Boat People and its parent corporation, subsidiaries and affiliates, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, You agree to be fully and unconditionally bound by these Official Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Vietnamese Boat People as final and binding as it relates to this Contest.
3. **Contest Period:** Entries will be accepted online starting at 12:01am EST, September 19, 2019. All online entries must be received by 11:59pm EST, October 21, 2019.
4. **How to Enter:** The Contest must be entered by sending an email to tricia@vietnameseboatpeople.org with “Viet-Stories Competition - First and Last Name” in the subject line. Your email must include the following information: (a) your full name; (b) an essay no longer than 300 words describing yourself and what inspired you to enter the competition; (c) the submitted logo artwork in format and requirements specified below. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Vietnamese Boat People. There is no fee to enter the Contest.
5. **Submission Requirements:** The entry must be submitted as a print-quality 8”x10” (2400x3600 pixels) vector file (.eps or illustrator compatible pdf) at 300 dpi. If You are providing multiple logo variations for a suite, you must separate the primary logo from the variations into two vector files and submit as a .zip file.
6. **Prizes:** The Winner of the Contest (the “Winner”) will receive a check in the amount of U.S. Dollars \$300.00. No cash or other prize substitution shall be permitted. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner. Acceptance of prize constitutes permission for Vietnamese Boat People to use the Winner and the finalists names, likeness, and entries for purposes of advertising and trade without further compensation, unless prohibited by law.
7. **Finalist Selection and Notification:** Up to three (3) Finalists will be selected by Vietnamese Boat People. Vietnamese Boat People reserves the right not to select any Finalists, if, in its sole discretion, no suitable entries are received. Finalists will be notified by email within five (5) days following selection of the Finalists. Vietnamese Boat People shall have no liability for a Finalist’s failure to receive notices due to spam, junk e-mail or other security settings or for a Finalist’s provision of incorrect or otherwise non-functioning contact information. If the Finalist cannot be contacted, is ineligible, fails to claim the prize within seven (7) days from as may be required, the prize will be forfeited and an alternate Finalist may be selected. ANY VIOLATION OF THESE OFFICIAL RULES BY A FINALIST AT VIETNAMESE BOAT PEOPLE’S SOLE DISCRETION WILL RESULT IN FINALIST’S DISQUALIFICATION AS A FINALIST OF THE CONTEST, AND ALL PRIVILEGES AS A FINALIST WILL BE IMMEDIATELY TERMINATED.
8. **Winner Selection and Notification:** After the Finalists are selected, Vietnamese Boat People will select a Winner with input from the public. Public voting will take place online through an online poll, social media, or any other means chosen at Vietnamese Boat People’s sole option. The Voting Period will last for a three (3) day period beginning immediately after the Finalists are publicly announced. Vietnamese Boat People reserves the right not to select a Winner, if, in its sole discretion, no suitable entries are received. The Winner will be notified by email within five (5) days following selection. Vietnamese Boat People shall have no liability for

the Winner failure to receive notices due to spam, junk e-mail or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within thirty (30) days from the time the award notification was sent, or fails to timely return a completed and executed declaration and release as may be required, the prize may be forfeited and an alternate Winner may be selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER AT VIETNAMESE BOAT PEOPLE'S SOLE DISCRETION WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. **Rights Granted by You:** By entering this contest, You understand and agree that Vietnamese Boat People, anyone acting on behalf of Vietnamese Boat People, and Vietnamese Boat People's parent corporation, affiliates, subsidiaries, partners, licensees, successors, assigns and representatives, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your Contest entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.
10. **Intellectual Property:** By submitting your entry, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Vietnamese Boat People. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Vietnamese Boat People from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Vietnamese Boat People may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
11. **Privacy:** You agree that your personal data included with your submission, including your name, mailing address, phone number, and email address may be processed, stored, shared and otherwise used for the purposes of administering the Contest and within the context of the Contest. You also understand this data may be used in order to verify your identity, age, eligibility, postal address and telephone number in the event You are selected as a Finalist.
12. **Termination:** Vietnamese Boat People reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Vietnamese Boat People's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Vietnamese Boat People may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Vietnamese Boat People. Vietnamese Boat People reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, Vietnamese Boat People reserves the right to seek damages to the fullest extent permitted by law.
13. **Limitation of Liability:** By entering, You agree to indemnify, defend, release and hold harmless Vietnamese Boat People and its parent, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, arising out of his/her: (i) participation in the Contest; (ii) acceptance, possession, use, or misuse of any prize or any portion thereof; (iii) breach of any representation, warranty or covenant contained in these Official Rules; (iv) any third party claim relating to any rights in any entry submitted. 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 VIETNAMESE BOAT PEOPLE OR ANY VIETNAMESE BOAT PEOPLE 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 VIETNAMESE BOAT PEOPLE OR ANY VIETNAMESE BOAT PEOPLE ENTITY RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED THE GREATER OF USD \$1,000 OR ANY OTHER AMOUNTS PAID BY THE ENTRANT TO ENTER INTO THE CONTEST.

14. **Disputes:** This Contest is governed solely by the laws of the State of New York without respect to conflict of laws doctrines. As a condition of participating in this Contest, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York, New York. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (*i.e.*, costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.
15. **Sponsor:** The Sponsor of the Contest is Vietnamese Boat People, Montclair NJ 07043, United States.
16. **Social Media:** The Contest hosted by Vietnamese Boat People is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, LinkedIn and/or Twitter.
17. **Interpretation.** In the case of any dispute about the interpretation of these Official Rules, Vietnamese Boat People's decision as to the interpretation shall be final and You shall be bound by Vietnamese Boat People's decision.
18. **Consideration:** You agree that the ability to participate in the Contest and to compete for the prize offered in connection with the Contest constitute, where required, sufficient consideration for the Entrant's obligations under these Official Rules.