



## **"GREATER CREATOR AWARD" CONTEST**

### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE BETWEEN 6 AND 17 YEARS OF AGE AT TIME OF ENTRY. VOID IN PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

- 1. CONTEST PERIOD/ENTRY DEADLINE:** The "Greater Creator Award" Contest ("**Contest**") begins at 12:01 a.m. Eastern Time ("**ET**") on October 5, 2009 and ends at 11:59 p.m. ET on October 18, 2009 ("**Contest Period**").
- 2. ELIGIBILITY:** To enter the Contest you must have your parent or legal guardian's ("Parent") permission and be a legal resident of the 50 United States or the District of Columbia and be between 6 and 17 years of age at the time of entry ("**Entrant**"). Contest is void outside of the 50 United States and the District of Columbia and where prohibited or restricted by law. Employees of MTV Networks and all of its respective affiliated, parent, and subsidiary companies, and the advertising and promotion agencies, and each of their respective officers, directors, employees, representatives and agents (collectively the "**Sponsors**") and members of their immediate families (parents, children, siblings, spouses, regardless of where they reside) and members of their households (whether related or not) are ineligible to participate in this Contest. Eligibility will be determined by Sponsors in their sole discretion.
- 3. HOW TO ENTER:** **Get your Parent's permission and** print out and complete an Official Entry Form available at [www.nick.com/naf](http://www.nick.com/naf) during the Contest Period. On a separate of 8 ½ "X 11" piece of paper, draw an imaginary character and provide us with a short story (200 words or less) about the character. Official Entry Form, your character and your brief story shall be considered the "Entry". Each Entry must include your name, your complete address (street address, city, state and ZIP code), your day and evening phone numbers and your date of birth. Your story must be 200 words or less and must include word count (including I, a, etc.). If your story exceeds 200 words, your entry will be disqualified. Mail the **Entry** in a postage paid envelope to:

**Greater Creator Award 2009  
P.O. Box 10909  
Rochester, NY 14610**

Your Parent must sign your Entry, indicating that they agree to these Official Rules and grant permission for you to enter the Contest. Entries must be postmarked by no later than October 18, 2009 and received at the above address by no later than October 22, 2009. Entries that are postmarked after such date, or which are received in any manner other than described above, are not eligible and will be disqualified.

Sponsors are not responsible for entries that may be lost, delayed, mutilated and misdirected, or for typographical errors in the entry form or Official Rules.

#### **4. GENERAL REQUIREMENTS FOR ENTRIES:**

- A. Each Entrant (and his/her Parent) agrees, warrants and represents that the use of the imaginary character and/or story submitted in this Contest will not violate the rights of any third parties.
- B. Entries must be in keeping with Sponsors' positive image, as determined by Sponsors in their sole discretion. Any character and/or story containing obscenity, crude language, or descriptions of a violent or sexual nature (as defined solely by the Sponsors) will not be accepted and the associated Entry will be disqualified.
- C. Entries must not have been previously submitted, distributed, published and/or aired (if applicable) in whole or in part, or have won any award in a competition, and must be the original work of only the Entrant.
- D. Entries must not include reference to products, copyrighted language or trademarks.
- E. Enter as often as you wish, but each Entry must be a different design and mailed separately. Only complete Entries will be accepted. If an Entry is incomplete or does not comply with the specifications and rules described herein, or if the Entry submitted does not comply with the required specifications, the submission may be disqualified at Sponsors' sole discretion. Sponsors will not verify or acknowledge receipt of Entries. You should retain a copy of all materials submitted for the Contest.

**5. SELECTION OF THE POTENTIAL GRAND PRIZE WINNER:** All eligible Entries will be split into three (3) categories based on age; 6 – 9 years old, 10 – 13 years old, and 14 – 17 years old and then judged by a panel of judges (as selected by Sponsors) on or about November 10, 2009. Entries will be scored from 1 to 5 based on the following criteria: 1) originality of the Entry; 2) use of color; and 3) creativity. Based on the judging criteria, the judges will select the top Entries with the highest score from the pool of Entries received in accordance with the provisions of these Official Rules. Provided that a potential winner is otherwise in compliance with these Official Rules and has fulfilled the conditions set out in these Official Rules, such potential winner will then receive the a Prize as described in Paragraph 7 below subject to verification and qualification. In the event of a tie in a category, the Entry with the highest score in originality will be declared the Grand Prize winner.

**6. NOTIFICATION:** The potential winners will be notified by telephone within two (2) to four (4) days of judging. No messages will be left on answering machines or voicemail. If a potential winner cannot be reached within two (2) days from the first notification attempt by Sponsors, such person may be disqualified at Sponsors' discretion.

**7. PRIZES: Grand Prize (3):** One Grand Prize Winner from each category will receive a Mini Camcorder (Approximate Retail Value ("ARV") \$179.99 each). Total ARV of all Grand Prize: \$539.97.

**First Prize (75):** 25 winners from each category will receive a Nicktoons Network Animation Festival T-shirt. ARV : \$20.00. Total ARV of all Second Prizes \$1500.00.

Total ARV of all Contest Prizing \$2,039.97

Prizes may be awarded to, or in the name of, the winner's Parent.

All prizes are non transferable and have no cash equivalent, except as indicated herein. Prizes with a retail value of over \$600.00 will be considered taxable income and will be awarded in the name of the winner's parent or legal guardian. Merchandise cannot be returned for cash. Substitution of prizes by winners is prohibited. Sponsors reserve the right in their sole discretion to substitute any prize with a prize of comparable value.

If a Winner resides in the State of California, such Winner agrees to waive any and all right that they or any party claiming by, through or for them have, have had, may now have or hereafter will have under the provision of Section 1542 of the civil Code of the State of California and any similar provision in any other jurisdiction. Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing a release, which if known by him or her must have materially affected his or her settlement with the debtor."

**8. RELEASES / TAXES:** Before a potential prize winner will be deemed the Official Prize Winner, he/she and his/her Parent will be required to execute an Affidavit of Eligibility, Assignment of Rights and a Publicity/Liability Release (except where prohibited) ("**Affidavit/Release**") and any other legal documents that Sponsors may require (including W9 form). The Affidavit/Release and other documents must be returned by the date noted on the form. If

such documents are not returned within that time, or if a potential winner is found to be ineligible, or if a potential winner does not comply with the Official Rules, then such potential winner will be disqualified. If the prize or prize notification is returned as undeliverable, such potential winner will be subject to disqualification. In the event the potential winner is disqualified for any reason under the provisions of these Official Rules, then the contestant with the next highest total score in his/her category will be awarded the prize. All federal, state or other tax liabilities (including income taxes) arising from the Prize contained in this Contest will be the sole responsibility of the Official Winner.

- 9. USE/ OWNERSHIP:** All Entries submitted or that may be submitted shall become the property of Sponsors (whether the contestant is disqualified or not) and will not be returned. The "Terms and Conditions of Use" and the "Privacy Policy" found on [nicktoonsnetwork.com](http://nicktoonsnetwork.com) are applicable in all respects to this Contest and to the submission of all Entries, including all stories and characters and personal information which may be submitted. Except to the extent prohibited by United States law, by participating in the Contest, Entrant and his/her Parent agree that: i) Sponsors shall own the Entry (including the characters and story) submitted by the Entrant (including all rights embodied therein), ii) Entrant shall have no right to review or approve edits, alterations or modifications, and the entrant waives the benefit of any provision of law known as "word rights", and that iii) Sponsors and their designees may use, copy, publish, and publicly display all elements of such Entry (including but not limited to the Entrant's name, address [city and state], biographical information, statements, voice, photograph and other likeness) in whole or in part, in any and all media either now known or not currently known, in perpetuity throughout the universe for all purposes (including but not limited to promotional and marketing purposes, and for advertising, publicizing and promoting the Sponsors' products, and for use in connection with displays of quotes from the contestant's characters and story of the contestant), without notification and without compensation of any kind to Entrant or any third party. The Sponsors reserve all rights, including without limitation, the right to reproduce, alter, amend, edit, publish, modify, crop and use each Entry in connection with commercials, advertisements and promotions related to the Sponsors, the sales of Sponsors' products, the Contest and any other contests sponsored by Sponsors, in any and all media, now or hereafter known, including but not limited to, all forms of television distribution, theatrical advertisements, radio, the Internet, newspapers, magazines and billboards. You and your Parent recognize that other persons, including but not limited to Sponsors employees may have submitted to us or to others or made public, or may hereafter originate and submit or make public, similar or identical material which we shall have the right to use, and you understand that you will not be entitled to any compensation because of our use of such other similar or identical material.
- 10. CONTEST CONDITIONS:** This Contest is subject solely to the applicable federal, state and local laws of the United States. By participating, Entrants agree that only the laws of the United States shall be applicable to this Contest and their participation in this Contest. By participating, each Entrant agrees: (i) to be bound by these Official Rules and the decisions of the Sponsors, and to waive any right to claim ambiguity in this Contest or these Official Rules, and (ii) to release, discharge, indemnify and hold harmless the Sponsors, and their respective officers, directors, employees, shareholders, representatives and agents (collectively, the "**Released Parties**"), from and against any and all claims, damages or liabilities due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest, including any claims relating to use, misappropriation or disclosure of the Entry as described herein. All decisions of the judges and Sponsors are final in all matters relating to this Contest.
- 11. LIMITATIONS OF LIABILITY:** Sponsors are not responsible for system errors or failures, or faulty transmissions or other telecommunications or other types of malfunctions or interferences and/or from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, or faulty transmissions, or as a result of any other problems or technical malfunctions. Sponsors may prohibit an entrant from participating in the Contest or winning the prize if, in their sole discretion, they determine that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrants or Sponsors' representatives. If for any reason the Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsors reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest and select the potential winner from those eligible Entries received up to the cancellation/suspension date. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY CONTEST-RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE

MADE, SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

12. **RULES/WINNER INFORMATION**: To receive an additional copy of these rules or the winner's information, send a self-addressed, stamped envelope by October 18, 2009, to: "Greater Creator Award 2009 Contest" 1515 Broadway, 38<sup>th</sup> Floor, New York, NY 10036. Please specify "Rules" or "Winner Information." You may also view the Official Rules at [www.nicktoonsnetwork.com](http://www.nicktoonsnetwork.com).
13. **SPONSORS**: MTV Networks, 1515 Broadway, New York, NY 10036