

## Imprime en Grande 2018 OFFICIAL RULES

IMPORTANT - READ CAREFULLY. NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. BY SUBMITTING AN ENTRY, YOUR ENTRY MATERIALS, AS DEFINED BELOW, MAY BE INCLUDED IN A SPONSOR'S COMMERCIAL MATERIAL, AS WELL AS AT A SPONSOR'S WEBSITE OR SOCIAL MEDIA PLATFORMS. YOUR PARTICIPATION IS SUBJECT TO THE TERMS AND RULES HEREIN.

If you are an individual, an agency or a group with talent in the field of marketing, design, art or advertising and can provide creative content for Out-Of-Home billboards or structures, Epson invites you to enter the *Imprime en Grande 2018 Promotion* (the "Promotion") for a chance to showcase your work and compete with other artists for a chance to win a prize.

**SPONSOR.** The Promotion is sponsored and administered by Epson America, Inc., 3840 Kilroy Airport Way, Long Beach, CA 90806 ("Epson"), and co-sponsored by Avery Dennison, Rod. Vinhedo-Viracopos, KM 77 - Vinhedo - SP ("Avery"). Both Epson and Avery are referred to as "Sponsor."

- 1. AGREEMENT TO OFFICIAL RULES.** By entering the Promotion, you ("you," "Entrant" or "your") indicate your full and unconditional agreement to, and acceptance of, (a) these Imprime En Grande 2018 Official Rules ("Official Rules") and (b) Sponsor's decisions regarding the Promotion, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules and any additional rules set forth at [www.epson.com/imprimegrande](http://www.epson.com/imprimegrande) ("Website"). You understand that you are also subject to the rules detailed on the Website and such rules are considered a part of these Official Rules. If any Entrant does not agree to be bound by the Official Rules, his, her or their only recourse is to not participate in the Promotion.
- 2. ELIGIBILITY.** The Promotion is open to residents who are legally residing in, Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, and Uruguay, who are eighteen (18) years of age or older and who have reached the age of majority within the jurisdiction in which they reside at the time of entry. Entrants must have an understanding of branding, art direction, copywriting and creative direction. Decisions regarding an entrant's eligibility shall be at Sponsor's sole discretion.

VOID WHERE PROHIBITED OR RESTRICTED, IN ANY MANNER. Employees of Sponsor, or those of its subsidiaries, advertising agencies, and other companies directly involved in the execution, implementation and/or operation of the Promotion, along with their immediate families and household members, are not eligible to participate in the Promotion. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. All national, regional, federal, state, and local laws and regulations apply. By entering the Promotion, entrants agree to be bound by the decisions of Sponsor and/or its authorized agents.

Proof of delivery of the entry is not proof of receipt. Entries on behalf of another person will not be accepted. Joint or group submissions are allowed but Sponsor will not provide additional prizes for a multi-member Entrant. Sponsor reserves the right to verify the identity of any Entrant and the eligibility of their Entry before issuing any prize.

### **3. ENTRY PROCEDURE.**

To enter, Entrants must:

- a. Go to the Epson Promotion website ([www.latin.epson.com/imprimeengrande](http://www.latin.epson.com/imprimeengrande)), starting July 2<sup>nd</sup>, 2018 and provide some general information (i.e. name, email address, address/country of residence, a note as to how you learned about the Promotion), select the location and NPO (Non-profit Organization(s) for which you would like to provide creative content. Sponsor will contact you by email and provide you with additional information on how to complete your entry, including the necessary Out-Of-Home design template (structure or billboard measurements).
- b. Entrants must adhere to the theme selected by our NPOs for each location. Your submission

may be subject to recommendations and revisions from the NPO and Sponsors.

- c. Each NPO is specific to a location and structure. Entrants must adhere to the location and structure requirements emailed to you. The locations and deployment dates for winner selections are:
- Argentina: Starting in October 2018.
  - Brasil: Starting in November 2018.
  - Chile: Starting in September 2018.
  - Colombia: Starting in February 2019.
  - Costa Rica: Starting in February 2019.
  - Ecuador: Starting in November 2018.
  - Guatemala: Starting in January 2019.
  - México: Starting in November 2018.
  - Perú: Starting in September 2018.
  - República Dominicana: Starting in February 2019.
- d. Completed entries (each an, "Entry" or collectively, "Entries") must include:
- A file with your creative design including the measurements and/or actual file for the structure(s), converted into a PDF format for readability
  - A PDF document elaborating on the background or concept of the presented design (please include any relevant information about the concept and inspiration or creative processes that led to your design)
  - A PDF document elaborating on your or your team's background and reason for supporting the chosen NPO.
- e. Each location will have specific limitations for the structure. It is important that you pay special attention to any design specifications and instructions provided to you by email and on our Website [www.latin.epson.com/ImprimeenGrande](http://www.latin.epson.com/ImprimeenGrande). For example, Entrants must create their design under the pre-determined logistical conditions (i.e. location, areas and measurements provided per execution), and each Entry must be related to the specific NPO theme.
- f. All Entries must be submitted to Epson ([www.latin.epson.com/imprimeengrande](http://www.latin.epson.com/imprimeengrande)) by **11:59 p.m. (PT) on August 31, 2018**, to be considered.
- g. Entrants must be available to work or communicate with chosen production partners and Epson members on the defined dates if Entrant is selected as the winner for the location(s).
- h. You can enter as many submissions as you want, but a single Entrant can only win up to two (2) prizes. Winning Entrants' names, images and information may be used by Sponsor (or our partners) to advertise and market products or services.
- i. Entries (and all materials contained therein) will not be returned and can be used for promotion of the contest by Epson and its partners. Please make copies and/or backup appropriately if you want to keep a copy.

- 5. JUDGING:** Potential winners will be chosen by a five (5) panel jury. One (1) Entrant will be selected for each of the ten (10) locations. Winners will be notified by **September 10, 2018** of their winner status via email at the email address provided with the Entrant's submission. The jury will be comprised of Epson large format printer experts, Avery [media experts], OOH production experts and design experts.

Criteria for judging will be based on demonstration of technical proficiency and knowledge of OOH printing and installations, creativity, art direction and copy writing skills, and adherence to the theme dictated by NPO and their message for the location(s) selected. A total of up to 10 winners will be selected from all submissions.

This is a skill-based contest and your chance of winning depends on the quality and skill of each Entry. The jury will make all winner determinations. Upon notification, each winner must respond with his/her intent to claim a prize by email immediately. If a winner does not respond within three (3) days of initial notification, an alternate winner may be selected from among the remaining eligible Entries. There will be no appeal against any decision and correspondence cannot be entered into regarding the Promotion. Alternate winners may be selected in the event of disqualifications.

## **6. PRIZES.**

There will be a total of up to ten (10) winners. Each of the winners will receive:

- (i) a Wacom Cintiq Pro 13 – Creative Pen Display touch (approximate retail value “ARV” USD\$999.95), and
- (ii) a donation by Epson on their behalf to the NPO they selected with a donation value up to USD\$5,000. The ARV of each winner’s prize is up to USD\$6,000; the total ARV of all prizes awarded is up to USD\$60,000.

Any difference between the stated ARV and the actual value of the prize will not be awarded in any form. If applicable, Epson may invite selected winners for press opportunities or appearances at winning locations and/or may make arrangements necessary for travel on an individual case-by-case basis.

All prizes awarded are non-transferable and cannot be redeemed for cash or credit (in whole or in part). If the prize is not available, Sponsor reserves the right, at its sole discretion, to substitute a prize with another prize of equivalent value for any reason. By accepting a prize, each prize winner agrees to be responsible for all national, regional, federal, state, provincial, local or other applicable taxes (and related reporting obligations) associated with acceptance and use of the prize. By accepting a prize, each prize winner agrees that all liability for any loss or damage, including any property damage, personal injury, or death to the prize winner or any third party shall be the sole responsibility of the prize winner and the prize winner shall indemnify and hold harmless Sponsor and their affiliates for any claims therefore. Any ARV of the prizes provided by Sponsor represents Sponsor's good faith determination of the retail value thereof, and the actual fair market values, as ultimately determined by Sponsor, are final and binding and cannot be challenged or appealed.

## **7. CONTENT GUIDELINES.**

Content of your Entry must be in accordance with the guidelines on the Promotion Website and the following general rules:

- No copyright infringement; only content that you made or are authorized to use.
- No commercial use of Sponsor's content by Entrants.
- You represent that your Entry will not (and as of the time of submission) does not contain inappropriate content, which Sponsor or partners may determine in its sole discretion, or breach any laws, legislation or regulations.

Entries containing prohibited or inappropriate content as determined by Sponsor or partners, in its sole discretion, will be disqualified. Sponsor reserves the right to make the final determination as to which Entries are eligible. Sponsor also reserves the right to refuse to post any Entry or to make any announcement regarding an Entry. All determinations about compliance with these guidelines will be made by Sponsor and will be final without any opportunity for appeal.

## **8. RIGHTS.**

The copyright for entered material remains with the author. However, by entering your project and submitting an Entry (including, without limitation, any text, photographs, graphics, or parts of your Entry), you agree to grant Sponsor, free of charge, permission to use the material in any way it wants, including modifying and adapting it for operational and editorial reasons, for Sponsor, its affiliates or its partners in the Promotion marketing purposes in any media worldwide. In certain circumstances Sponsor may also share your contribution with trusted third parties. Copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material in any way including allowing others to use it. However, Sponsor is given an irrevocable worldwide license to reproduce, post and publish any Entries, final production or designs in media partners' online and print publications as well as publication or

posting on the Sponsor's website(s) and social network feeds. Furthermore, Entrants grant Sponsor permission to mention his/her name, town and country in connection with their submitted work and in advertising and publicizing Sponsor's Promotion. Sponsor's license shall be royalty free and shall not require prior permission to reproduce, post, or publish any work submitted in perpetuity. This includes whole photographs, digital and computer generated productions, and edited extracts from your submission. These rules prevail over and supersede the section entitled Terms of Use on Sponsor's website.

## **9. DECLARATION OF COMPLIANCE, ORIGINALITY AND CONSENT.**

By entering the Promotion, each Entrant declares that his or her Entry complies with these Official Rules and the Content Guidelines above. By submitting your Entry, you represent and warrant that you own all rights to the Entry, including without limitation, the designs, drawings, or renderings contained in each Entry, that the work is entirely your own original work, has not been copied, does not contain any third party materials and/or content that Entrant does not have permission to use, and is not otherwise obscene, defamatory or in breach of any applicable laws or regulations.

You further represent and warrant that your Entry does not infringe on the intellectual property rights of any third parties and has not been licensed, sold or given to any other third party who could claim rights in your Entry or any part thereof. Any infringement or unauthorized use of content that does not belong to you or for which you have not properly secured the right to use, will result in disqualification from the Promotion. You understand that you must obtain and declare you have obtained any and all consents required from individuals and other third parties for the use as permitted under these rules of any images, personal information and other materials in your work. If Sponsor, acting in good faith, has reason to believe your Entry is not your own work or otherwise breaches any rule or Content Guideline, your Entry will NOT be considered. By submitting an Entry, Entrant agrees to indemnify and hold Sponsor its respective affiliates, officers, directors, agents, and any of their employees (collectively, the "indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the indemnitees due to or arising out of your Entry materials in this Promotion, or your participation or conduct during and in connection with this Promotion, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. You agree to release, indemnify and hold harmless Sponsor and its respective affiliates, officers, directors, agents, and any of their employees, from any and all claims that any advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes on the rights of Entrant's work as contained in your Entry. Entrant agrees to pay Sponsor on demand the amount of all losses, liabilities, expenses and taxes that Sponsor and its respective affiliates, officers, directors, agents, and any of their employees may suffer (including the cost of settlement and any legal expenses on a full indemnity basis) because any of your representations or warranties are incorrect, you breach these Official Rules, or because of a claim or proceeding by another person against Sponsor caused or contributed by you.

Winners are required to participate in a certain amount of publicity relating to the Promotion, for example, having Entrant's name, photograph, works and quotes featured in marketing materials for Sponsor's products, published on Sponsor's website, press releases, and/or social media.

Sponsor will make project Winners' names available for public viewing through websites, as well as social media platforms as it sees fit from time to time. Each potential prize winner may be required to complete and submit an Affidavit of Eligibility and Release Form within fourteen (14) days from date of notification as designated by Sponsor (hereinafter, "Eligibility Verification"). Non-compliance in returning an Eligibility Verification may result in disqualification of such potential prize winner and that prize being awarded to the second place (and thereafter, consecutively, third, etc.) winner. Sponsor shall have no liability for any Eligibility Verification that is lost, intercepted or not received by a potential prize winner for any reason. Except where prohibited, participation in the Promotion constitutes an Entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information and place of residence for Promotion purposes in any media without further payment or consideration. If you are selected as a winner, you agree to provide content (footage, pictures, plans, text, audio files) to showcase the winning Entry.

## **10. RELEASE AND LIABILITY.**

By participating in this Promotion, you agree to release and hold the Sponsor and its affiliates, partners, agents, and employees, harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Promotion, including, without limitation,

awarding, acceptance, receipt, possession, use and/or misuse of the submissions and the prizes herein. Without prejudice to the generality of the foregoing, Sponsor shall not be liable if any entry is lost, damaged, temporarily unavailable for view or otherwise impaired or compromised by reason of problems with a third party hosting site or otherwise.

BY PARTICIPATING IN THE PROMOTION AND SUBMITTING YOUR ENTRY, YOU CONSENT TO YOUR NAME, PICTURE, VOICE, LIKENESS AND CERTAIN DETAILS OF YOUR PARTICIPATION (FOR EXAMPLE, DETAILS ABOUT YOUR ENTRY), BEING INCLUDED IN SPONSOR'S COMMERCIAL MATERIAL, AS WELL AS AT SPONSOR'S WEBSITE, ON TELEVISION, CABLE, RADIO OR ON SOCIAL MEDIA PLATFORMS.

Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled, or illegible Entries; (ii) errors, omissions, interruptions, deletions, defects, delays in operation or transmission, theft or destruction, or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of or failure to receive Entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Promotion.

## **11. PRIVACY.**

Any information you submit as part of an Entry will be used by Sponsor for purposes of administering the Promotion and for Sponsor to communicate with you and is subject to Sponsor's privacy policy. Epson's privacy policy is available at <https://epson.com/privacy-policy>. If you are located outside the United States, please note that your personal information may be transferred, stored and processed within the United States. The data protection laws in the United States may not be as comprehensive as those in your country. By entering the Promotion, you are consenting to the transfer of your personal information to facilities located in the United States and other facility locations selected by Sponsor. Sponsor may include hyperlinks to websites operated by third parties including advertisers and other content providers. Those sites may collect data or solicit personal information from you. Sponsor does not control such websites, and is not responsible for their content, privacy policies, or for the collection, or use or disclosure of any information those sites may collect.

## **12. DISPUTES/CHOICE OF LAW.**

Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Los Angeles, California, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no indirect, punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. California State law, without reference to California's choice of law rules, governs the Promotion and all aspects related thereto.

## **13. GENERAL.**

These rules are available on the website ([www.latin.epson.com/ImprimeGrande](http://www.latin.epson.com/ImprimeGrande)). They will be sent free to anyone who sends a request to [[www.epson.com/ImprimeGrande](http://www.epson.com/ImprimeGrande)]. Sponsor reserves the right to change, update, or modify these rules at any time, at its sole discretion. Sponsor reserves the right, acting reasonably and in good faith at all times, to use its own discretion throughout the Promotion process and this includes: (A) disqualifying any Entry that does not comply with the rules or where the declarations set out above would not be true or where Sponsor believes on reasonable grounds that the Entrant has acted fraudulently or disrupted or tampered with the contest or has attempted to do so, (B) modifying or cancelling the Promotion, or a part (ex. location or NPO selection) of the Promotion, if the Sponsor reasonably believes it cannot be conducted fairly as specified and/or due to matters beyond its control (including, without limitation, adverse weather condition, earthquake, riot, fire, flood, acts of war, labor unrests, terrorism, acts of God, computer virus, technical failure, fraud, or unauthorized human intervention).

Sponsor reserves the right to: (a) permanently disqualify from the Promotion any person it believes has intentionally violated these Official Rules; and (b) suspend, modify or terminate the Promotion (in whole or in part) if Sponsor believes, in its sole discretion that malfunction, error, disruption or damage is impairing

or will impair the administration, security, fairness, or integrity of the Promotion. Sponsor reserves the right to make changes to the Promotion and to stop, delay or alter the Promotion at any time. Sponsor reserves the right to disqualify any unauthorized Entries.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.