

OFFICIAL RULES

#IamSCADstyle Instagram Challenge

NO PURCHASE OF ANY PRODUCT OR SERVICE IS REQUIRED TO ENTER OR PARTICIPATE IN THIS CONTEST. PARTICIPATION IN THIS CONTEST IS FREE. PURCHASE OF THE SPONSOR'S PRODUCTS OR SERVICES WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **SPONSOR:** The Savannah College of Art and Design, Inc., 516 Abercorn, Savannah, Georgia 31401 (the "Sponsor").
2. **ELIGIBILITY:** The #IamSCADstyle Instagram Challenge (the "Challenge") is open to legal residents of the 50 U.S. states and the District of Columbia who are fifteen (15) years of age or older at the time of entry and who, for High School Entrants (as defined below), are enrolled in high school for the 2013-14 academic year, and for SCAD Entrants (as defined below), are enrolled at SCAD for the 2014 Spring Quarter and taking classes at SCAD's Atlanta, Savannah or Hong Kong campuses. The Challenge is void wherever prohibited or restricted by law. The Challenge is subject to all applicable federal, state and local laws. Employees, officers, directors and agents of the Sponsor and its affiliates, and the immediate families (parents, siblings, children and spouse) and persons living in the same household (whether related or not) of such persons are not eligible to enter the Challenge or win a Prize (as defined below).
3. **AGREEMENT TO OFFICIAL RULES:** Participation in this Challenge constitutes entrant's full and unconditional agreement to these Official Rules and the Sponsor's decisions, which are final and binding in all matters related to this Challenge. Winning and receiving any of the Prize(s) is contingent upon fulfilling all requirements set forth in these Official Rules.
4. **HOW TO ENTER:** For high school entrants between, this Challenge begins at 12:01:01 a.m. Savannah, Georgia time ("ST") on March 19, 2014 and ends at 11:59:59 p.m. ST on March 30, 2014 (the "Challenge Period"), according to the Sponsor's time clock. For current SCAD student entrants, this Challenge begins at 12:01:01 a.m. Savannah, Georgia time ("ST") on March 19, 2014 and ends at 11:59:59 p.m. ST on April 11, 2014 (the "Challenge Period"), according to the Sponsor's time clock. To enter this Challenge, you will need to use your mobile phone to download the Instagram Application. This application is free, but is subject to the Instagram Application terms and conditions, which can be found at <http://instagram.com/about/legal/terms/#>. Message and Data rates may apply to downloading or using the Instagram Application on your mobile phone. This Challenge is in no way sponsored, endorsed or administered by or associated with, Instagram.

During the Challenge Period, you must fill out an entry form on a website operated by the Sponsor (the "Challenge Contest Page"). The website address for the Challenge Contest Page is <http://www.scad.edu/iamscadstyle>. As part of the online form, you will be required to provide your full name, date of birth, email address, your Instagram handle and whether you are currently a SCAD student. You must create a video using the Instagram Application. To be eligible for the Challenge, in the video you must (a) say "My name is [YOUR NAME HERE], I am from [YOUR HOME TOWN] and I am SCADstyle" and (b) explain what style means to you. All videos must be uploaded to Instagram during the Challenge Period and include the hashtag #IamSCADstyle.

Hereafter your video, together with your online entry form, will be referred to as your submission ("Submission"). By entering, you represent and warrant the following with respect to your Submission: (a) you are the sole and exclusive owner of the Submission and the contents and elements thereof; (b) the Submission is your own creation and is one hundred percent (100%) original; and (c) the Submission will not infringe on any rights of any third parties. By uploading your Submission, you agree that your

Submission conforms to the Guidelines and Content Restrictions set forth below (collectively, the “Guidelines and Restrictions”) and that the Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Challenge if it believes that your Submission fails to conform to the Guidelines and Restrictions.

Only one Submission per eligible entrant per day is allowed during the Challenge Period. All Submissions must be received during the Challenge Period. Submissions generated by script, macro or other automated means are void. Uploading a Submission constitutes entrant’s consent to give the Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for the Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

In the event of a dispute as to the identity of the entrant who has submitted any Submission, the authorized account holder of the email address associated with the Instagram account used to enter will be deemed to be the entrant and must comply with these Official Rules. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

By entering, entrants agree to comply with these Official Rules, including all eligibility requirements. The Sponsor reserves the right to verify eligibility of all entrants. Incomplete Submissions, and Submissions submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. The Sponsor and its agents are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions, for technical failures of any kind, or any human error which may occur in the receipt or processing of Submissions. The Sponsor reserves the right to modify the scheduling of the Challenge without prior notification.

5. GUIDELINES AND RESTRICTIONS:

- (a) Entrant must be the only individual that appears in the Submission;
- (b) The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- (c) The Submission must not disparage the Sponsor or any other person or party affiliated with the Challenge;
- (d) The Submission must not contain brand names or trademarks other than those owned by the Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Challenge;
- (e) The Submission must not contain images, footage or artwork not created by entrant;
- (f) The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- (g) The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- (h) The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

6. **WINNER SELECTION AND NOTIFICATION:** After the conclusion of the Challenge Period, a panel of qualified judges determined by the Sponsor in its sole discretion will select (i) a winner from among all of the eligible entrants who are enrolled in high school for the 2013-14 academic year (“High School Entrants”), (ii) a winner from among all of the eligible entrants who are enrolled at SCAD for the 2014 Spring Quarter and taking classes at SCAD’s Savannah campus (“SCAD Savannah Entrants”), (iii) a winner from among all of the eligible entrants who are enrolled at SCAD for the 2014 Spring Quarter and taking classes at SCAD’s Atlanta campus (“SCAD Atlanta Entrants”), and (iv) a winner from among all of the eligible entrants who are enrolled at SCAD for the 2014 Spring Quarter and taking classes at SCAD’s Hong Kong campus (“SCAD Hong Kong Entrants,” and, together with SCAD Savannah Entrants and SCAD Atlanta Entrants, collectively the “SCAD Entrants”) from among all eligible Submissions received, based on an application of the following criteria (“Judging Criteria”):

- a) Creativity (34%)
- b) Originality (33%);
- c) Quality of Submission (33%)

In the event of a tie, the entrant whose Submission received the highest score for “Creativity,” as determined by the qualified judges, in their sole discretion, will be deemed the applicable potential winner.

Potential winners will be notified through Instagram direct message. The Sponsor (@scaddotedu) will send a direct message to the Instagram handle of each potential winner on or about March 31 for high school entrants and April 12, 2014 for SCAD student entrants (the “Prize Notification”). Then, each potential winner must follow the prize claim instructions provided or prize will be forfeited in its entirety. Except where prohibited, each potential winner (or such potential winner’s parent/legal guardian if a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by the Sponsor via email within 24 hours of the time that the Sponsor sends the Prize Notification to such potential winner, in order to claim his/her prize. If a potential winner cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (as applicable), or does not comply with these Official Rules, such potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to an alternate winner selected from among all applicable remaining SCAD Entrants based on the Judging Criteria, in the Sponsor’s sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain unawarded. Each potential winner who complies with all of the foregoing requirements and ultimately receives a Prize is known as a “Winner”.

7. **PRIZES:**

- a) The Winner chosen from the High School Entrants will receive a trip for two to SCAD Savannah for SCADstyle 2014, which includes such Winner’s **airfare, lodging, meals, and front row seats at SCADstyle events.** (approximate retail value: **\$1,750**) (“High School Prize”).
- b) The Winner chosen from the SCAD Savannah Entrants will receive a meal in Savannah with such Winner’s favorite SCADstyle 2014 guest at the Savannah campus (approximate retail value: **\$200**) (“SCAD Savannah Prize”).
- c) The Winner chosen from the SCAD Atlanta Entrants will receive a dinner in Atlanta with such Winner’s favorite SCADstyle 2014 guest at the Atlanta campus (approximate retail value: **\$200**) (“SCAD Atlanta Prize”).

- d) The Winner chosen from the SCAD Hong Kong Entrants will receive a dinner in Hong Kong with such Winner's favorite SCADstyle 2014 guest at the Hong Kong campus (approximate retail value: **\$200** ("SCAD Hong Kong Prize," and together with the High School Prize, SCAD Savannah Prize and SCAD Atlanta Prize, each a "Prize" and collectively the "Prizes").

The approximate retail value of all of the Prizes is **\$2,350**.

8. **PRIZE CONDITIONS:** Selection and specifics of all Prizes will be determined at the Sponsor's sole discretion. All Prizes are subject to availability. Winners are not entitled to any surplus between the actual retail value of his/her Prize and its stated approximate retail value; and any difference between the stated approximate retail value and actual value of the Prize will 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. All prizes are non-transferable. All 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 are at the Winners' sole risk and the Sponsor is not responsible for damages whatsoever, including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of any of the Prizes. The Sponsor reserves the right to verify eligibility of all Winners. If any Winner is unable to accept a Prize or any portion of a Prize for any reason, the Sponsor shall have no further obligation to such Winner.
9. **HIGH SCHOOL PRIZE CONDITIONS:** Actual retail value of the High School Prize may vary based on airfare fluctuations, distance between departure and destination, and seasonal availability of accommodations. Winner will not receive the difference between actual and approximate retail value. Airfare will be subject to availability. Provider of travel-related items included in the High School Prize ("Travel Items") will determine airline and flight itineraries in its sole discretion (if applicable), and all Travel Items will be subject to the terms and conditions established by the provider of such Travel Items. Accommodations included in the Prize may require double occupancy for redemption. Airfare includes two round trip coach tickets. A refundable deposit may be required in order to book travel in connection with the High School Prize. All expenses and incidental travel costs not expressly stated herein or in the terms and conditions of the provider of the Travel Items, including but not limited to, ground transportation, meals outside of those included, incidentals, upgrades, passenger tariffs or duties, surcharges, airport fees, third party service charges or facility charges, personal charges at lodging, security fees, taxes or other third-party expenses will be the sole responsibility of the High School Prize Winner. The High School Prize Winner (or such Winner's parent/legal guardian if a minor in his/her state of residence) and his/her companion must execute liability/publicity releases prior to issuance of travel documents.
10. **TAXES AND COSTS RELATED TO THE PRIZES:** All applicable taxes, tariffs and fees are the sole responsibility of the Winners. Each Winner may be issued a 1099 tax form for the approximate retail value of the applicable Prize.
11. **GENERAL CONDITIONS:** By participating in this Challenge and/or by accepting a Prize, participants: (a) agree to be bound by these Official Rules, the decisions of the Sponsor and/or its designees and (b) agree to release and hold harmless the Sponsor, Instagram and their respective affiliates, together with their respective employees, directors, officers, licensees, licensors, shareholders, members, attorneys and agents including, without limitation, any person or entity associated with the production, judging or administration of the Challenge (collectively, the "Released Parties"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Challenge and/or their use or misuse of any Prize. By accepting a Prize, each Winner consents to the use of his/her name and/or likeness (voice, biographical information, city and state of residence, statements

(including, but not limited to, any statements in any Submission), screen name/Instagram handle, photograph, and recordings) for advertising and promotional purposes (including, but not limited to, use on the Sponsor's web site without additional compensation, except where prohibited by law). The Sponsor reserves the right to make changes or additions to these Official Rules and/or extend the dates of this Challenge for any reason at any time. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. **RELEASE.** All decisions of the Sponsor are final and binding; and entrants agree to waive any right to claim ambiguity in the Challenge or these Official Rules, except where prohibited by law. By accepting a Prize, each Winner agrees to release the Released Parties from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of any Prize. The Sponsor reserves the right to use the Challenge for publicity purposes in any media and to use the name, screen name/handle, likeness, and hometown name and/or Prize information of selected entrants as part of that publicity, without any compensation or prior review unless prohibited by law. This Challenge is void outside the US and where prohibited or restricted by law, and subject to applicable federal, state, and local laws. The Sponsor reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the Challenge or violating these Official Rules. The Released Parties shall not be liable for: (a) late, lost, delayed, stolen, misdirected, postage due, incomplete, unreadable, inaccurate, garbled or unintelligible Submissions or communications, regardless of the method of transmission; (b) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (c) data corruption, theft, destruction, unauthorized access to or alteration of Submission or other materials; (d) any injuries, losses or damages of any kind caused by the Prize or resulting from acceptance, possession or use of a Prize, or from participation in the Challenge; or (e) any printing, typographical, administrative or technological errors in any materials associated with the Challenge. The Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Challenge should any unauthorized intervention or other cause beyond the Sponsor's control corrupt the administration, security or judging of the Challenge. The Sponsor may prohibit an entrant from participating in the Challenge or winning a Prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the Challenge in any way by cheating, deception, or any other unfair playing practice that annoys, abuses, threatens or harasses any other entrants or representatives of the Sponsor.
13. **USE OF PERSONAL INFORMATION:** In order to participate in this Challenge, participants will be required and requested to supply certain information about themselves. The Sponsor has specified which information is mandatory in order to participate in the Challenge. Any information provided to the Sponsor will be used by the Sponsor for the purposes of administering the Challenge and for marketing purposes, but will not be sold or rented to third parties. The personal information will be collected, processed and used in accordance with the Sponsor's privacy policy which can be found at [<http://www.scad.edu/content/privacy-and-terms-use>]. By participating in the Challenge, entrants agree to the Sponsor's collection and usage of their personal information and that they have read and accepted such privacy policy. In addition, personal information may be used by the Sponsor to contact you after the Challenge is over to provide you with information about the Sponsor and its activities and other promotions.
14. **CAUTION:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATIONS OF THE CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

15. **DISPUTES:** Each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or in connection with this Challenge, or any Prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in Savannah, Georgia; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and the Sponsor in connection with this Challenge shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the State of Georgia.

WINNER'S LIST/OFFICIAL RULES: For a list of Winners or a copy of the Official Rules, please send a self-addressed stamped envelope to: Savannah College of Art and Design, #IamSCADstyle Instagram Challenge Winner's List/Official Rules, 516 Abercorn, Savannah, Georgia, 31405, to be received no later than the date that is 60 days after the end of the Challenge Period. Winners' lists will be sent once all Winners have been verified and Prizes have been awarded.

© 2014 The Savannah College of Art and Design, Inc. All rights reserved.