



## RoseArt “Design Your Dream Classroom” Contest

### OFFICIAL RULES

#### NO PURCHASE NECESSARY

To enter the contest you must be a lawful permanent resident of the U.S. or Canada, a representative of a U.S. or Canadian classroom Kindergarten to Grade 8 and must be over the age of majority in your province or state of residence at the time of entry. Contest is void in Quebec, Puerto Rico and U.S. territories and possessions outside of the United States and where restricted or prohibited by law or where subject to registration requirements. Do not proceed in this site if you are not a legal resident of the United States or Canada, or if you are a resident of Quebec, Puerto Rico, or of any U.S. territories or possessions outside of the continental United States at the time of entry. This contest shall only be construed and evaluated according to the continental United States and Canadian law.

CLASSROOMS LOCATED IN AREAS WHERE THE CONTEST IS VOID ARE INELIGIBLE TO WIN PRIZES. Only one entry is allowed per classroom and per electronic address. Multiple entries from the same classroom or electronic address will void all entries for that classroom and/or from that electronic address. Limit one (1) prize per grade category per school/educational institution.

#### 1. Prize eligibility

Contest open to classrooms for grades Kindergarten to 8 located in Canada or the U.S. **from a legally recognized/registered educational institution**, with the exception of Quebec, Puerto Rico and other U.S. territories and possessions outside of the United States. The representative filing the entry on behalf of the classroom (the “Classroom Representative”) must have reached the age of majority in their province/state of residence as of the date of entry and must be a resident of Canada or the U.S., with the exception of Quebec, Puerto Rico and other U.S. territories and possessions outside of the United States.

MEGA Brands, its employees as well as employees of its parent companies, promotion and advertising agencies, sales representatives, distributors, agents, subsidiaries, and affiliated corporations (collectively "Promotion Parties") and the household members of each of the above are not eligible to participate as a Classroom Representative.

#### 2. How to Enter

The RoseArt Design Your Dream Classroom Contest will run starting on Wednesday, August 27<sup>th</sup>, 2009, at 12:00 p.m. (Eastern Standard Time) and close on Thursday, October 22<sup>nd</sup>, 2009 at 5:00 p.m. (Eastern Standard Time).

To enter, the Classroom Representative must complete the registration form available on RoseArt’s web site [www.roseart.com](http://www.roseart.com) and follow the instructions to digitally submit drawings and other artwork of the dream classroom. Entries may include any artwork (including drawings, mock ups, photographs, etc.) provided that it is submitted digitally online through the roseart.com website and must be 640 pixels wide, no more than 800 pixels tall and under 250kb.

The Classroom Representative is responsible for obtaining consents from the creators/contributors of all artwork submitted (or from the parents/guardians where such creators/contributors are under the age of majority). Limit of one entry per classroom and per

Classroom Representative. All mandatory fields must be completed in the registration form. Entries must be submitted by 5:00 p.m. (Eastern Standard Time) on Thursday, October 22<sup>nd</sup>, 2009.

### **3. Prizes**

Three (3) Grand Prizes will be awarded, one in each of the following grade categories: K-2, 3-5, 6-8, each consisting of RoseArt supplies for the winning classroom for the remainder of the 2009/2010 school year, to a maximum retail value of \$1,700 per prize winner.

Twelve (12) Secondary Prizes will also be awarded, three (3) in each of the following grade categories: K-2, 3-5, 6-8, each consisting of a basket of RoseArt school supplies for the winning classroom, approximate retail value of \$150.

MEGA Brands reserves the right to substitute any prize with another prize of equal or greater value. Prizes are non-transferable and are not redeemable for cash or credit, in whole or in part. Prizes must be accepted as awarded. No substitution of prizes is permitted except by MEGA Brands in its sole discretion. Any costs or expenses incurred by the winners in claiming or using their prizes will be the responsibility of the winners.

### **4. Selection of Winners**

On or after Monday, November 18, 2009, an impartial panel of judges (the "Judges") will review all eligible entries submitted and select the top 30 submissions, 10 in each grade category. The criteria that will be used by the Judges to determine the top 30 include creativity, originality and innovation. The selected top 30 submissions will then be posted on roseart.com and open to a public online voting process. Only one vote per person per day will be allowed. The 3 classrooms whose submissions receive the 3 highest number of votes will each receive a Grand Prize and the 12 classrooms whose submissions receive the next 12 highest number of votes will each receive a Secondary Prize. In the event of a tie, the ranking of the Judges will be used as the tie breaker.

Winning classrooms will be notified through their respective Classroom Representatives, via email to the email address provided in the entry registration form.

The odds of winning a Grand Prize or a Secondary Prize will depend upon the total number and calibre of eligible entries received. Submitted artwork will remain the property of the applicable creators/contributors; however by entering, each Classroom Representative represents and warrants that he/she has obtained from all creators/contributors (or their parents/guardians) the right to grant MEGA Brands a license to reproduce all artwork included in the entry submission without compensation on roseart.com or any other online and printed medium. MEGA Brands assumes no responsibility for any claims for infringement of the right of privacy or intellectual property rights with respect to any artwork submitted.

### **5. Skill Testing Question**

Winning Classroom Representatives who are Canadian residents will be required to correctly answer a time-limited skill-testing question as a condition of their classroom receiving a prize. If the Classroom Representative fails to correctly answer this skill-testing question, their classroom will be deemed to have forfeited the prize in question and such prize will be awarded to the classroom with the next highest number of votes.

### **6. Conditions and Consents**

Before a classroom is declared a winner, the Classroom Representative will be required to sign a Declaration of Compliance with the Official Rules and, on behalf of all creators of the submitted artwork and the relevant school/educational institution, a Release of Liability (collectively the "Declaration and Release Documents"), releasing MEGA Brands, its advertising and promotional agencies, parents, subsidiaries, affiliates, representatives and agents of the foregoing and all of their respective directors, officers, owners, partners, employees, consultants, agents, representatives, their successors and assigns (collectively, the "Releasees") from any liability in connection with this Contest and the prizes. Declaration and Release Documents will be sent to the Classroom Representative of the winning classrooms together with the email notification of winning and must be returned within 7 business days of the date indicated on the documents or the prize will be forfeited.

Except where prohibited or restricted by law, the entry and acceptance of the prize constitutes permission for MEGA Brands to use the grade, name of the school, city and state/province of the winning classroom on a worldwide basis, in perpetuity, and in all forms of media whether now known or hereafter devised, without further compensation.

## **7. Laws and Regulations**

All federal, state/provincial, and municipal laws and regulations apply. Any Contest entries not complying with any applicable federal, state/provincial and municipal laws or regulations will be considered to be null and void. All applicable taxes and insurance fees are the sole responsibility of the winners. All decisions of MEGA Brands are final and binding in all matters relating to this Contest. By participating, entrants agree to be bound by these Official Rules and the decisions of MEGA Brands and waive any right to claim ambiguity in the Contest or these Official Rules.

In case of discrepancy between the French text and the English text of the contest rules, the English text prevails.

## **8. Conduct**

By entering the Contest, entrants agree to be bound by these Official Rules. Entrants who have not complied with these Official Rules are subject to disqualification. Entrants further agree to be bound by the decisions of MEGA Brands, which shall be final and binding in all respects. MEGA Brands reserves the right at its sole discretion to disqualify any entrant they find to be (i) tampering with the entry process or the operation of the Contest or Website; or (ii) acting in violation of the Official Rules. Entrants agree to not knowingly: (i) interfere in or cause any interruption of the Contest; (ii) prevent others from participating in the Contest; or (iii) obtain or modify another user's non-public account information without their consent. Any use of automated devices is prohibited. MEGA Brands reserves the right to cancel or modify the contest in whole or in part in the event of technical or other difficulties.

## **9. Caution**

ANY ATTEMPT BY AN ENTRANT, CLASSROOM REPRESENTATIVE OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, MEGA BRANDS RESERVES THE RIGHT TO CLAIM DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

MEGA BRANDS, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO DISQUALIFY ANY ENTRANT TAMPERING WITH THE ENTRY PROCESS, THE OPERATION OF THE WEB SITE OR WHO IS OTHERWISE IN VIOLATION OF THE RULES. IT FURTHER

RESERVES THE RIGHT TO CANCEL, TERMINATE OR MODIFY ANY GAME WHICH IT IS UNABLE TO COMPLETE AS PLANNED, INCLUDING INFECTION BY COMPUTER VIRUS, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION OR TECHNICAL FAILURES OF ANY TYPE.

Entries are subject to verification and will be declared invalid if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

**10. Limitations of Liability**

BY ENTERING, ENTRANTS ACKNOWLEDGE AND AGREE THAT MEGA BRANDS AND THE RELEASEES, AS DEFINED AT SECTION 6 ABOVE, SHALL NOT BE RESPONSIBLE FOR, AND ENTRANTS SHALL HOLD THEM HARMLESS FROM, ANY AND ALL CLAIMS, DAMAGES, INCLUDING COMPENSATORY, DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, COSTS AND EXPENSES AND LIABILITIES DUE TO ANY LOSSES OR INJURIES TO ANY PERSON, INCLUDING DEATH, OR PROPERTY OF ANY KIND ("LOSSES") WITH RESPECT TO OR IN ANY WAY ARISING FROM OR IN CONNECTION WITH 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 DAMAGES OR LIABILITY

MEGA BRANDS AND RELEASEES ARE NOT RESPONSIBLE FOR ANY LOSSES IN CONNECTION WITH (i) INCORRECT OR INACCURATE INFORMATION FOR ANY REASON, INCLUDING IF CAUSED BY WEB SITE USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF SUBMISSIONS IN THE CONTEST, (ii) PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR COMMUNICATIONS LINE FAILURE, COMPUTER ON-LINE-SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, DATA TRANSMISSION FAILURE OF E-MAIL, OR ANY TECHNICAL PROBLEMS OR TRAFFIC CONGESTION, (iii) ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES OR (iv) DAMAGES TO ENTRANTS OR TO ANY OTHER PERSON, INCLUDING DAMAGES TO THEIR COMPUTER SYSTEM, RELATED TO OR RESULTING FROM ENTERING, PARTICIPATING OR DOWNLOADING MATERIALS IN RELATION WITH THE CONTEST.

FOR GREATER CERTAINTY, MEGA BRANDS IS NOT RESPONSIBLE FOR ANY LOST, LATE, INCOMPLETE, ILLEGIBLE, MUTILATED, POSTAGE DUE, INCOMPREHENSIBLE OR MISDIRECTED ENTRIES OR PRIZE DELIVERIES, BUGS, FAILURES IN SERVERS, HARDWARE OR SOFTWARE TRANSMISSION FAILURE OR LOSS, DELAYED OR CORRUPTED DATA TRANSMISSION, NOR ASSUME RESPONSIBILITY IN THE EVENT OF A POSTAL STRIKE OR INTERRUPTIONS IN POSTAL SERVICE OR ANY OTHER RELATED DELAYS FOR ANY REASON.

IF, FOR ANY REASON, THE CONTEST CANNOT RUN AS PLANNED OR THE PRIZES CANNOT BE AWARDED, INCLUDING BY REASON OF INFECTION BY COMPUTER VIRUS, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR ANY OTHER CAUSES BEYOND THE REASONABLE CONTROL OF MEGA BRANDS WHICH CORRUPT OR AFFECT THE ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY OR PROPER CONDUCT OF THE CONTEST, MEGA BRANDS

RESERVES THE RIGHT TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE CONTEST AT ANY TIME WITHOUT PRIOR NOTICE TO THE ENTRANTS. IN SUCH EVENT, NO ENTRANTS WILL BE SELECTED OR ELIGIBLE TO WIN ANY PRIZE AFTER THE DATE OF SUCH TERMINATION AND WINNERS WILL NOT BE PROVIDED WITH A SUBSTITUTE PRIZE OR CASH EQUIVALENT.

RESTRICTIONS, CONDITIONS, AND LIMITATIONS APPLY.

**Rules:** To receive an additional copy of the Official Rules, send a self-addressed, stamped envelope to: **MEGA Brands Inc, Consumer Services/RoseArt Design Your Dream Classroom Contest, 4505 Hickmore, Montreal, Quebec, Canada H4T 1K4.** You may also visit [roseart.com](http://roseart.com) and view the RoseArt Design Your Dream Classroom Contest Official Rules.

#### **11. Trade Marks and Copyright**

Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited.

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