

Official Contest Rules

"Proud to be Polish-American" t-shirt design contest

Official Contest Rules will be available on the United Poles FCU website.
Participating schools can display a copy of the Official Contest Rules on their site.

Contest Period. Contest begins 10/1/2010 and ends 01/31/2011 ("contest period").

Contest Parameters. Create an art design to be later reproduced in t-shirt production and distributed at the Polish Heritage Festival in June 2011 and at any subsequent occasions of United Poles FCU choosing to win \$250 VISA gift card or other prizes.

Eligibility: The contest is open to members of United Poles FCU and students of Polish supplementary schools participating in the "Proud to be Polish-American" Contest. Entrants must be ages 9-15 as of entry date, and must be currently attending one of the participating supplementary schools or be a member of United Poles FCU. Parent or legal guardian must provide the signature consent on the entry form and permission agreement. All entrants, regardless of age, must sign and submit the entry form and permission agreement with their art designs.

The contest is subject to all applicable federal, state and local laws and regulations.

To Enter. To enter, create an art design promoting Polish-American heritage and send it in to United Poles FCU at 412 New Brunswick Ave, Perth Amboy, NJ 08861 along with the completed contest entry form and permission agreement.

One entry per person. NO PURCHASE NECESSARY.

United Poles FCU is not responsible for lost, late, misdirected, incomplete or illegible entries.

Entrant Authorization: By entering this contest, all entrants authorize the use of their photos or likeness, their names and their submitted art designs to be used by United Poles FCU and all participating supplementary schools for promotional purposes.

Content Requirements: By entering this contest, an entrant affirms, represents and warrants that:

- a.) the entry is an original work;
- b.) the entry does not defame or invade the rights or privacy of any person, living or deceased, and does not contain any material that would violate or infringe upon the copyrights, patents, trademarks, rights of privacy or publicity, or other intellectual property rights of any person or entity;

Entrants are prohibited from submitting entries that

- a.) contain material that is copyrighted, protected by trade secrets or otherwise subject to this party proprietary rights, including privacy and publicity rights, unless the

entrant is the owner of such rights or has permission from the rightful owner to post the material and grant to United Poles FCU all the license rights granted herein;

b.) contain material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate.

Judging Criteria: All of the eligible entries will be judged on the following criteria by representatives from United Poles FCU:

1. Impact—is the design idea able of differentiating the Polish-American community from other ethnic communities? 0-30 points
2. Creativity—how does the design idea demonstrate innovative, progressive & inspired thinking? 0-30 points
3. Aggregation—is the design idea representative of the Polish-American movement? 0-30 points
4. Ability to be implemented—is the design idea able to be executed? 0-10 points

Prize: The grand prize winner will receive a \$250 VISA gift card and their design will be used in production of t-shirts to be distributed at the 2011 Polish Heritage festival in Holmdel, NJ or any subsequent credit union-sponsored events or activities. United Poles FCU is not responsible for any costs related to the gift cards such as maintenance or replacement fees.

In the event of a tie after the closing of the contest, United Poles FCU may decide the winner. The decision of United Poles FCU shall be final.

Additionally, the participating schools may select their own winners (one per participating school), based on their own criteria, and those winners will receive \$50 VISA gift cards fro United Poles FCU.

Prize Restrictions: Prizes are not transferable. No substitution of prize is permitted except at the sole discretion of United Poles FCU. Federal, state and local taxes and any expenses relating to the acceptance and use of the prize are the sole responsibility of the winner.

Prize Claim: Winners will be notified by mail or phone and a traceable method of delivery, and will be required to complete and sign an Affidavit of Eligibility, a liability release and a publicity release. All forms must be returned within seven (7) days after issuance of prize notification, or the prize will be forfeited and awarded to an alternate winner. The main prize will be awarded at the annual meeting of United Poles Federal Credit Union on Sunday, March 27, 2011.

The prize may be forfeited and awarded to an alternate winner in the event that: a prize is won by a person who is not of the legal age of majority in the state of residence ("minor") without a signed consent form from a parent or guardian; the entry or

entrant is found to be in noncompliance with these Official Contest Rules; or a prize notification is unclaimed or returned as undeliverable.

Other Conditions: By submitting an art design for this contest, entrants agree to:

- a.) comply with the Official Contest Rules and the decisions of United Poles FCU, which shall be final in all respects;
- b.) release, discharge, hold harmless and agree to indemnify United Poles FCU, participating schools, its subsidiaries, affiliates, officers, directors and employees, from any liability, claims or damages arising out of their participation in and sponsorship of the contest; and
- c.) execute a release and hold harmless agreement which will include terms and be in a form designated by United Poles FCU.

By accepting the prize, the winner agrees to allow United Poles FCU, his/her credit supplementary school to use of his/her name and/or likeness for advertising and publicity purposes without compensation and, upon request, will provide consent to such use in writing.

As a condition of entering the contest, each entrant agrees that:

- a.) under no circumstances will he/she be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, consequential and any other damages, other than for actual out-of-pocket expenses;
- b.) all causes of action arising out of or connected with this contest or the prize awarded shall be resolved individually, without resort to any form of class action; and
- c.) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but, in no event, attorney fees.

Limitation of Liability: United Poles FCU is not responsible for printing, typographical, human or other errors in any contest-related materials; for stolen, lost, late, misdirected, damaged, incomplete, illegible entries; or any combination thereof. If United Poles FCU suspects or has actual evidence of electronic or non-electronic tampering with any portion of the contest, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures to compromise or corrupt or affect the administration, integrity, security, fairness or proper conduct of the contest, United Poles FCU may, in its sole discretion, disqualify anyone who tampers with the entry or viewing process; void any entries submitted fraudulently; or modify, suspend or terminate the contest. United Poles FCU reserves the right to seek damages or other remedies from, or seek prosecution of, any such person to the extent permitted by law. United Poles FCU will cooperate with authorities and individuals to protect their rights.

This contest is provided by United Poles FCU.