

# HEART ORNAMENT CONTEST

## Official Rules

### 1. Eligibility

The *PieceWork* Magazine's Heart Ornament contest is open only to legal residents of the fifty (50) United States (including District of Columbia) who are eighteen years of age or older or have permission to enter from a legal guardian. Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Employees of Interweave Press, LLC or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Promotion and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of the Heart Ornament Contest.

### 2. Sponsor

The contest is presented and sponsored by Interweave Press, LLC, 201 East Fourth Street, Loveland, CO 80537. Co-sponsors include TNNA (Grand Prize) 1100 – H Brandywine Blvd. Zanesville, OH 43702, Lantern Moon 7911 N.E. 33<sup>rd</sup> DR. Portland, OR 97211, Presencia USA PO Box 2409 Evergreen, CO 80437 and additional category sponsors yet to be named.

### 3. Timing

The Promotion begins on October 16, 2009 at 12:00 a.m. Mountain Standard Time ("MT") and ends on April 1, 2010 at 12:00 a.m. Mountain Standard Time ("MT") Sponsor's computer is the official time keeping device for this Promotion.

### 4. How to Enter

During the Promotion Period, October 16, 2009 thru April 1, 2010, entry forms are available at [www.piecoworkmagazine.com](http://www.piecoworkmagazine.com). Entries must include the \$15 entry fee, in American dollars. Entries must not have been entered in any other competition or violate the rights of other parties. Entries which judges determine to be offensive or defamatory will be disqualified. Participant assigns and transfers to Sponsor (Interweave) all rights, title and interest to the Entry.

### 5. Winner Selection

The Entries will be scored by contest judges, who will be members of the staff of Interweave Press. Individuals who's Entry earns the highest overall score will win the prizes set forth below. Judges will be fair and impartial. Decisions of the judging panel will be final. Odds of winning depend on number of eligible Entries received and quality of submitted Entries. One Grand Prize winner and four First-Place winners will be chosen from all entries received from eligible entrants with complete entries. Categories include knitting/crochet, quilting, needlework, and tatting/lace-making. If a winner selected is determined to be ineligible for any reason, another winner will be selected. Winners will be announced in the July/August 2010 issue of the *PieceWork* Magazine. Interweave Press, at its discretion, may also announce and promote the contest and its winners in other print and electronic publications of Interweave Press, and the advertising, publicity, promotional and marketing materials of Interweave Press. The prize will be awarded to eligible winners as described in these contest

rules by September 15, 2010. Winners will be notified via e-mail, phone call, or mail at the address provided in the on-line entry form.

**6. ALL POTENTIAL CONTEST WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION.**

**7. Verification of Potential Winners**

Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winners will be notified by email, telephone, or registered mail after the date of the judging. The potential winners will be required to sign and return to Sponsor, within ten (10) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a contest prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner who had the highest score remaining of the eligible entries.

**8. Prizes**

- One (1) GRAND PRIZE WINNER: One Grand Prize Winner will be awarded \$500 cash from TNNA, which will be mailed to the address the entrant provided on the entry form. The winner is solely responsible for payment of taxes that may be imposed by reason of the prizes awarded to him/her.
- Four (4) First-Place winners will be awarded \$200 worth of product from first-place sponsors, and will be shipped this product to the mailing address the entrant has provided on the entry form.

*For all Prizes:* No cash equivalent for the prizes, prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

**9. Entry Conditions and Release**

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor, Administrator and/or the Contest judges which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsor, Administrator, and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest and Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest and Promotion, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor and Administrator from

and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Contest and Promotion and/or entrant's acceptance, use or misuse of prize.

## **10. Rights**

As a contest participant, you hereby assign to the Publisher all rights in the publisher's version of the contest entry, which may be exercised by Publisher and/or its licensees and assignees in print, electronic, digital and/or other media of all kinds.

- (a) You retain ownership of the item(s) of artwork which you have submitted and/or photographed for this contest, but you acknowledge that if you are a contest winner, you agree that you shall not authorize the publication of such artwork in any form of print or electronic media (other than display at your own Website) prior to first publication of the Work by Publisher.

## **11. Publicity**

Except where prohibited, participation in the Promotion constitutes winners consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

## **12. General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

## **13. Limitations of Liability**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of prizes will be awarded.

## **14. Disputes**

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved

exclusively by the United States District Court, District of Colorado or the appropriate Colorado State Court located in Larimer County, Colorado; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

#### **15. Entrant's Personal Information**

Information collected from entrants is subject to the Sponsor's Privacy Policy which is available at [http://www.interweave.com/privacy\\_policy.asp](http://www.interweave.com/privacy_policy.asp).

#### **16. Promotion Results**

For Promotion results and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to Heart Ornament Contest, Interweave, 201 East 4<sup>th</sup> St, Loveland, CO 80537. Requests for the winner list must be received by June 1, 2010.