

2010 YearTech[®] Online Design Contest



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Show us your online creativity and win!

jostens[®]

2010



YearTech[®] Online Design Contest

Enter your best yearbook double page spread created with YearTech[®] Online and you could win a Macintosh or Dell laptop. Other amazing prizes will be awarded for first, second and third place runners up. The contest is open to all high school and middle school staff members creating their yearbook using YearTech Online.

Entries will be accepted online beginning on March 1, 2010. The last day to enter is April 30, 2010. To enter, log on to your schools Yearbook Avenue Home page, go to the Showcase menu and click on Contests.

Grand Prize – choice of Macintosh or Dell laptop

1st Place – Digital Camera

2nd Place – Apple iPod Touch

3rd Place – Camcorder



Jostens YearTech® Online Design Contest

Official Rules and Regulations

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. Jostens' YearTech Online Design Contest (the "Contest") is open to all legal residents of the fifty (50) United States, District of Columbia and Canada (except Quebec) who are currently enrolled full-time in a public or state-accredited private or parochial school in grades 6–12 in good standing and who work on, are members of or are affiliated with their school's yearbook staff. In order to be eligible to enter this Contest, the entrant must be a member of the yearbook staff which has been creating their yearbook using Jostens YearTech Online program as of December 31, 2009. Only one entry per entrant is permitted.

Employees (and their immediate families and household members, whether or not related) of Jostens, Inc. ("Jostens") and its respective subsidiaries, affiliates, advertising or promotion agencies (collectively, the "Sponsors") are not eligible to enter or win this Contest. Void where prohibited. Contest is subject to all applicable federal, state, provincial and local laws. All entrants who are under the age of Eighteen (18) or minors at the time of entry must have the permission of at least one (1) of their parents and/or legal guardians to enter. By entering the Contest, entrants and/or their parents or legal guardians (if such entrants are minors) agree to accept and be bound by all terms of these Official Rules and Regulations ("Official Rules").

2. HOW TO ENTER: From Monday, March 1, 2010 through Friday, April 30, 2010 (the "Promotional Period"), Jostens will conduct a national contest focusing on identifying the best yearbook page designs created online using Jostens YearTech Online program. To enter, participants must submit a complete yearbook spread with all text and photos in place created using Jostens YearTech Online page creation software. Predesigned layouts are not eligible. All entries must be submitted online during the Promotional Period using the contest submission process on Jostens Yearbook Avenue. To enter, log in to your school's Yearbook Avenue Home page and select "Showcase/Contests", then click on the YearTech Online Design Contest submission link. Only online entries will be accepted.

Entries must be submitted no later than Friday, April 30, 2010. All entries must be submitted in the name of an individual person and prizes will only be awarded to the person whose name is on each winning entry, regardless of other circumstances. Entries must be the entrants' original work and all entries become the property of Sponsors, will not be acknowledged or returned and may be used by Sponsors in any manner or media in perpetuity without compensation. Limit one (1) entry per person. Multiple entries from any person and/or duplicate entries will be deemed void. Sponsors are not responsible for misdirected, inaccurate, incomplete, lost, late, delayed, undelivered, or illegible entries, and all such entries will be void. Sponsors are also not responsible for technical, hardware, or software failures of any kind, or other errors or problems which may occur in connection with or relating to the Contest, whether computer, network, technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the processing or judging of entries, the announcement of the prizes, in any Contest-related materials or that may limit prize fulfillment or a participant's ability to enter the Contest. Sponsors reserve the right, in their sole discretion, to cancel, modify or prematurely conclude the Contest should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond their control corrupt the administration, security or proper operation of the Contest. If the Contest is cancelled, Sponsors may, in their sole discretion, judge all eligible entries received up to time of such action using the judging procedures outlined below to determine the Winners. False or deceptive entries or acts will render the entrant ineligible, and Sponsors reserve the right to disqualify any entrant (and void his/her entry) who attempts to undermine the legitimate operation of the Contest by tampering with any Website mechanism, acts in a disruptive manner or violates these Official Rules. Any attempt by an individual to deliberately damage or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws. Should such an attempt be made, Sponsors reserve the right to seek remedies and damages (including attorneys' fees) from any such person(s) to the fullest extent of the law, including criminal prosecution.

3. JUDGING: All valid entries will be judged by a panel of 3 judges consisting of one Jostens provided judge and two independent judges with experience or expertise in yearbook production and design from all eligible entries received by the date specified above, based upon, without limitation, the following criteria:

- The design is reader-friendly, shows an awareness of accepted yearbook design standards and effectively presents the visual and verbal content to the reader.
- The design employs a creative and contemporary graphic style that is appropriate for the content and appealing to a school audience.
- The design is an original creation that does not include content that is plagiarized or violates copyright laws.

The entries judged to be the best exemplifying the established evaluation criteria in the opinion of the Judging Panel will be deemed Winners. Jostens reserves the right to reject entries deemed offensive, in poor taste, or which to not satisfactorily comply with the rules of the contest. The decisions of the Sponsors and judges will be final and binding on all matters.

4. WINNER NOTIFICATION: A list of all prize winners will be posted online on Jostens Yearbook Avenue at www.yearbookavenue.com no later than June 1, 2010. Potential Winners must meet all eligibility requirements, including the execution and return of all necessary releases and affidavits including, without limitation, the Winner's Affidavit in the form attached hereto as Exhibit A. Potential Winners (and/or their parents or legal guardians if such entrants are minors) must execute and return the completed Winner's Affidavit within 10 days of notification of selection by Jostens. The Winner's Affidavit shall require the Potential Winner and/or parent or guardian to provide proof of identity, address and birth date, as well as execute and return a tax acknowledgment form, liability release and, except where prohibited by law, publicity release in order to claim the prize. If any potential Winner fails to do so or if: (i) any prize notification is returned as undeliverable, (ii) a potential Winner or yearbook staff declines his or her prize, or (iii) a potential Winner is determined to be ineligible for any reason, such potential Winner will be disqualified and, at Sponsors' sole discretion, an alternate winner will be selected and notified.

- 5. PRIZES:** Four (4) Winners (Grand Prize, First, Second and Third Place) will be awarded as follows:
- Grand Prize – choice between a Macintosh or Dell laptop computer. Approximate retail value: \$1500.
 - 1st Place – A digital camera. Approximate retail value \$300.
 - 2nd Place – An Apple iPod Touch. Approximate retail value \$250.
 - 3rd Place – A Camcorder. Approximate retail value \$150.

TOTAL ARV OF ALL FOUR (4) PRIZES: Two Thousand Two Hundred Dollars (\$2,200). Actual value of the computer prize may vary based upon computer brand awarded. Sponsors reserve the right to substitute a prize of comparable or greater value in the event a described prize or any portion thereof, is unavailable for any reason whatsoever. Winners and/or their parents or legal guardians are responsible for the reporting and payment of all federal, state and local taxes incurred by acceptance and use of the prize (or any portion thereof).

6. GENERAL RULES AND REGULATIONS: By entering this Contest, entrants (and/or their parent or legal guardian): (i) agree to be bound by the decisions of Sponsors and judges which are final and binding in all matters; (ii) grant Sponsors and their designees the right, unless prohibited by law, to use their names, cities and states of residence, voices, pictures and likenesses, without compensation, notification or permission, for the purpose of advertising and publicity in any and all media, now or after known, throughout the world in perpetuity; and (iii) acknowledge and agree that Jostens will own and administer 100% of the copyright in all entries submitted and may exploit, edit, modify, and distribute the entries and all elements of such entries, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media, now or hereafter known throughout the world in perpetuity without limitation at no additional notification or permission of entrants, their parents or legal guardians or any third party. In addition, entrants (or their parents or legal guardians if such entrant is a minor) forever waive and relinquish all so-called "moral rights" ("droit moral") now or hereafter recognized. Sponsors, expressly disclaim any responsibility and entrants (or their parents or legal guardians if such entrant is a minor) agree to release, indemnify and hold Sponsors harmless for liability, damages or claims for injury or loss to any person or property (including death) relating to, in whole or in part, directly or indirectly, participation in this Contest, the acceptance and/or subsequent use or misuse of any of the prizes awarded claims based on publicity rights, defamation or invasion of privacy. Sponsors are not responsible for any injury or damage to persons or property which may be caused directly or indirectly, in whole or in part, from the downloading of any material from the Website, regardless of whether the material was prepared by Sponsors or a third party, and regardless of whether the material is connected to the Website by a hypertext link. Sponsors further assume no liability either for the cancellation, modification or premature conclusion of the Contest for any reason or through the acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants, entrants and/or Winners.

7. OFFICIAL RULES AND WINNERS' NAMES REQUESTS: For a copy of these Official Rules, log onto www.yearbookavenue.com. For a list of the Winners' Names, send a self-addressed, stamped envelope to the following address beginning June 1, 2010: "Jostens YearTech Online Design Contest" Winners' List, P.O. Box 386090, Minneapolis, MN 55438-6090. Requests received after July 20, 2010 will not be honored.

8. PRIVACY: Information entrants provide to Sponsors will be used to communicate with entrants regarding this Contest and otherwise as set forth in these Official Rules. By submitting an entry all entrants acknowledge and agree that the personal information that they have provided will be maintained by the Sponsors and/or those responsible for administering the judging, all in accordance with the Sponsor's Privacy Statement available at www.jostens.com by first clicking on the "Legal Notices" link and, second, clicking on the "Privacy Policy – U.S." link.

9. DISPUTES: Each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resorting to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Minnesota; (2) 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 (3) 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 Sponsors in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law, rules or provisions (whether of the State of Minnesota or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Minnesota.

10. SPONSOR: This Contest is sponsored by Jostens, Inc., 3601 Minnesota Drive, Suite 400, Minneapolis, MN 55435. Sponsor reserves the right to cancel the Contest at any time and substitute another promotion in its place.

NOTICE TO INDIVIDUALS – REMOVAL FROM MAILING LIST: Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by Jostens to mail contests or sweepstakes information. To elect to have an individual's name excluded from all such Jostens' lists, submit a removal request in writing to: –YearTech Online Design Contest, Jostens, Inc., 3601 Minnesota Drive, Suite 400, Minneapolis, MN 55435.

Completion of this form is necessary only if you have been named a winner in the contest.

Exhibit A

WINNER'S AFFIDAVIT OF ELIGIBILITY & LIABILITY/PUBLICITY RELEASE

State of _____

County of _____

I, _____, being duly sworn, state that as of the date of this Affidavit, I am _____ years of age and that my Social Security Number is _____ (SSN is required for IRS 1099 reporting purposes if the approximate retail value is equal to or greater than \$600.00 USD). I currently reside at _____ (the prize will be delivered to this address) and my telephone number is (_____) _____.

I am submitting this Affidavit with the understanding that it will be relied upon to determine my eligibility in the JOSTENS YEARTECH ONLINE DESIGN CONTEST (the "Promotion") sponsored by Jostens, Inc. (the "Sponsor").

I affirm and represent that I have complied with all the rules and regulation of the Promotion and that I have committed no fraud or deception in entering the Promotion or in claiming any prize. I further represent that I am not an employee of the Sponsor or of any other entity stated in the Official Rules whose employees are not eligible to enter the Promotion or a member of the immediate families (spouse, parents, siblings and children) of any such employee or living in the same household of any such employee/employee's immediate family.

I hereby give my consent to the Sponsor and those acting pursuant to its authority for the use of my name, photograph, voice and/or likeness and prize information in any and all advertising, trade and promotional purposes without further compensation in all media now known or hereafter discovered world wide and on the Internet and/or World Wide Web without notice or review or approval.

I understand and acknowledge and hereby, for myself, my heirs, executors and administrators, do waive and release any and all rights, claims and causes of action whatsoever I may have against Jostens, Inc., its affiliates, parents, subsidiaries, advertising and promotion agencies, and its respective officers, directors, employees, representatives and agents for, and shall hold the same harmless against, any liability, for any injuries, losses or damages of any kind, to persons or property resulting in whole or in part, directly or indirectly, from my acceptance, possession, misuse or use of the prize or participation in this Promotion or in any related activity.

I agree to return immediately upon demand to the Sponsor any prize or the value of said prize which has been or may be awarded to me if any statement made by me in this affidavit is false.

I (and/or my parents or legal guardian) am responsible for the reporting and payment of all federal, state and local taxes that may be incurred by acceptance and use of the prize (or any portion thereof).

Signature

Sworn to before me this _____ day of _____, 2010.

Notary Public.

If Winner is Under 21 Years of Age:

I represent and warrant that I am the parent or legal guardian of the above-named individual and that I accept the same legal obligations and agree to the all of the terms and conditions contained in this Winner's Affidavit of Eligibility and Liability/Publicity Release and the Jostens Yeartech Online Design Contest Official Rules and Regulations. I, for myself and the minor, and anyone entitled to act on mine or the minor's behalf, hereby release, hold harmless and forever discharge Sponsors and the officers, directors, agents or employees of each from and against any and all liability, damages or claims for injury or loss to any person or property (including death) arising from or relating to, in whole or in part, directly or indirectly, participation in the Promotion.

Signature of Parent or Legal Guardian

Sworn to before me this _____ day of _____, 2010.

Notary Public.

