

TERMS, CONDITIONS AND OFFICIAL RULES

1. Sponsor

Sponsor is Save the Redwoods League®, 114 Sansome Street, Suite 1200, San Francisco, CA 94104-3823, USA ("Sponsor"). This contest is not sponsored or endorsed by President Obama or any other person.

2. Terms

The "Dear President Obama: I ♥ Redwoods Art Contest for Kids" (the "Contest") begins March 18, 2010, at 6 p.m. U.S. Pacific Time and ends April 30, 2010, at 5 p.m. U.S. Pacific Time ("PT"). Information on prizes and how to enter is part of these official rules ("Official Rules"). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules. This is a skill-based contest, and chance plays no part in the determination of winners. No purchase or fee is necessary, and a purchase will not increase your chances of winning.

3. Who May Enter

The Contest is open only to legal residents of the United States of America currently enrolled in school between grades Kindergarten and 12. Employees of Save the Redwoods League and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related, are not eligible.

4. Rules & Details:

The postcard, in its entirety, must be a single work of original art created by the Contest entrant. By entering the Contest, entrant represents, acknowledges, and warrants that the submitted postcard is an original work created solely by the entrant, that the postcard does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the postcard.

The postcard must not, in the sole and absolute discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

The entries in each age group will be judged separately. All entries must be submitted and received by April 30, 2010, 5:00 p.m. U.S. Pacific Time. Proof of submission is not proof of receipt. Sponsor reserves the right to examine the original postcard/source material in order to confirm compliance with these rules.

5. Releases

The signature of a parent or legal guardian is required for all submissions by entrants under 18 years of age.

6. Contest Prizes

The prizes are nontransferable, and no cash alternative is available. Potential winners shall be required to sign and return within ten (10) days following an attempted notification, an Affidavit, Declaration or Certificate of Eligibility, Liability Release, and where legally permissible, a Publicity Release and Warranty of Ownership and License in which the entrant warrants that he/she is the creator of the postcard (and all the intellectual property rights in the postcard submitted) and grants to Sponsor the irrevocable perpetual, nonexclusive license to reproduce, distribute, display and create derivative works of the entry (along with a name credit) in connection with the Contest and promotion of the Contest without additional compensation. Failure to execute and deliver any required documents to Sponsor by the specified deadline may result in disqualification from the Contest and selection of an alternate potential winner. Prizes do not include costs associated with travel, accommodations, food or beverages.

No prize transfer, assignment, or substitution by winners is permitted. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize equal to the monetary value and/or specification, unless to do so would be prohibited by law. **NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.**

7. Judging

All submissions will be judged by Save the Redwoods League staff. Winners will be chosen on or around April 30, 2010 and notified by May 31, 2010. Decisions of the judges are final and binding. All nine winners will be announced at SaveTheRedwoods.org/ArtContest on May 31, 2010, by 5 p.m. U.S. Pacific Time.

8. License

By entering the Contest, all entrants grant an irrevocable perpetual, nonexclusive license to Sponsor, to reproduce, distribute, display, and create derivative works of the entries (along with a name credit) in connection with the Sponsor, Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to display on SaveTheRedwoods.org and in Save the Redwoods League publications. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on the Sponsor's Web site does not indicate the entrant will be selected as a winner. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Sponsor the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

9. Limitation of Liability

By entering this Contest, all entrants agree to release, discharge, and hold harmless Save the Redwoods League and its partners, affiliates, subsidiaries, agents and their employees, officers, directors and representatives from any claims, losses and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Save the Redwoods League assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Save the Redwoods League is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this Contest.

10. Conditions

THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION. Entrants agree that this Contest shall be subject to and governed by the laws of California and the forum for any dispute shall be in San Francisco, California, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if the Sponsor determines the postcard to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that Sponsor may use the winning postcards and each winner's name, postcard, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within ten (10) days to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

11. Right to Cancel or Suspend Contest

If for any reason the Contest is not capable of running as planned, due to causes beyond the control of Save the Redwoods League that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Save the Redwoods League reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights to the submitted postcards and shall have no obligation to return postcards to entrants.

12. Winners List

Entrants are responsible for complying with these Official Rules. Winners' names will be available online at SaveTheRedwoods.org/ArtContest on May 31, 2010, by 5 p.m. U.S. Pacific Time. Each winner must submit a photo of themselves and information for a "Meet the Winners" feature on SaveTheRedwoods.org (name, short biography, and why they love the redwoods).

13. Data Privacy

Entrants agree that personal data, especially name and address, may be processed and otherwise used for the purposes within the context of the Contest and any other purpose outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to Sponsor at Save the Redwoods League, 114 Sansome Street, Suite 1200, San Francisco, CA 94104-3823, USA, Attention: Education Manager, or Education@SaveTheRedwoods.org. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.