

## Get creative, get a prize Contest Terms and Conditions

1. NO PURCHASE IS NECESSARY TO ENTER OR WIN. The *Get Creative, Get a Prize* Contest ("Contest") is organized by Explain Everything sp. z o. o. ("Organizer"), a limited liability company based in Poland.
2. **Eligibility:** The Contest is open to legal residents of all states over the age eighteen (18), and is void where prohibited by law.  
Organizer, its parent company, subsidiaries and affiliates and their respective employees, directors, officers, shareholders, successors, assigns, agents and consultants (collectively, the "Organizer Partners"), and Organizer Partner's immediate families and persons living in their households are not eligible to enter the Contest. The Contest shall be staged in compliance with all applicable federal, state, and local laws and is void where otherwise prohibited.  
By entering, entrants release Organizer and the Organizer Partners from any responsibility and all liability whatsoever for any injuries, losses, death or damages of any kind caused by participation in the Contest or in connection with acceptance, possession, use, or misuse of any prizes provided pursuant to the Contest.
3. **Agreement to Rules:** By participating, entrants agree to be fully and unconditionally bound by these Terms & Conditions. Entrants represent and warrant that they meet the eligibility requirements set forth herein. In addition, Entrants agree to accept the decisions of Organizer, as final and binding as it relates to the Contest.
4. **How to enter:** to enter the Contest Participants must send us a whiteboard project self-prepared using Explain Everything tool in the form of a short animation on any topic. The recording must not be longer than 3 minutes. The link to the Participant's Explain Everything Drive should be sent by email to [connect@explaineverything.com](mailto:connect@explaineverything.com). You should not send a video through the email, only via proper link. One person can send only one competition project. Entries will be accepted starting on Monday, August 2nd, 2021 and ending on Tuesday, August 10th, 2021.

Whiteboard projects must not contain:

- adult content, including nudity, depictions of people in explicit or suggestive positions, or activities that are overly suggestive or sexually provocative;
- shocking, sensational, disrespectful or excessively violent content;
- deceptive, false, or misleading content, including deceptive claims, offers, or business practices.

Organizer reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions.

5. **Judging:** The judging period begins on August 11th, 2021 and ends on August 16th, 2021. A panel of judges ("Judges") selected by the Organizer, in its sole discretion, will judge the entrants and select a Prize Winner based on the following criteria:
  - creativity and originality
  - the best use of tools of Explain Everything application
  - aesthetics and visual effects
6. **Winner notification:** The winning Participant will be notified by email to the same email address which had been used to send the Contest application and will be required to respond to the notification attempt and inform the Organizer to which address the Prize should be delivered. The failure to respond in a timely manner to the notification will result in forfeiture of participation in the Contest and, in such case, the Organizer will select an alternate Winner according to the Judges' results. Only one (1) alternate Winner selection will be made, after which any remaining prizes will remain unawarded.
7. **Prize:** The Winner will receive an XP-PEN Deco Fun L 10x6 Inches Drawing Tablet. The specifics of the Prize shall be solely determined by Organizer. No cash or other Prize substitution shall be permitted except at Organizer's discretion. The Prize is nontransferable. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of Prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Organizer to use Winner's name, likeness, and recording for purposes of advertising, promotion and trade without further notice, permission or compensation in any and all media now known or hereafter developed, unless prohibited by law.
8. **Rights in submission:** Participants will retain copyright in their project submission, but each Participant grants to Organizer and the Organizer Partners an exclusive, worldwide, perpetual, assignable, royalty-free license to publish, reproduce, distribute, display, perform, create derivative works, transmit and disseminate the submission in all media or platforms whether now or any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity, without compensation or additional consents from Participant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

By participating in the Contest and submitting a recording, each Participant hereby grants permission for the Organizer and the Organizer Partners to use Participant's Name and Likeness for the purpose of advertising, trade and promotion without further notice, permission, or compensation in any and all media now known or hereafter developed throughout the world. Except as required by law or permitted pursuant to these Terms & Conditions, the Organizer will not share an Participant's personal information with any third parties.

9. **Terms:** Organizer reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. Organizer has the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest, including modifying the Contest's Terms & Conditions.
10. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Explain Everything website - <https://explaineverything.com/privacy-policy/>.