

JOSTENS COLLEGE GRAD CAP DECORATION CONTEST 2021

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED BY LAW.

THIS PROMOTION IS IN NO WAY SPONSORED BY OR ASSOCIATED WITH INSTAGRAM™, TWITTER™ OR FACEBOOK™. BY ENTERING, ENTRANTS RELEASE INSTAGRAM, FACEBOOK, AND/OR TWITTER FROM ANY AND ALL LIABILITY RESULTING FROM THIS PROMOTION.

1. **Sponsor:** Jostens, Inc., 7760 France Avenue South, Suite 400, Minneapolis MN 55435 (“Sponsor”).

2. **Entry Period.** The Jostens College Grad Cap Decoration Contest 2021 (“Contest”) begins at 9:00:01 A.M. CT on May 8, 2021 and ends at 11:59:59 P.M. CT on June 20, 2021 (“Entry Period”).

3. **Eligibility.** Entrants must be, as of the date of entry (a) 18 years of age or (b) the age of majority in their state of residence, if higher than 18, at the time of entry, (c) a legal resident of the fifty (50) United States or the District of Columbia, (d) a currently enrolled college student or 2021 graduating college senior. Void in Puerto Rico, the U.S. Virgin Islands, U.S. military installations in foreign countries and where prohibited or restricted by law. Employees, officers, directors, members, managers, agents and representatives and their immediate families or members of their household (i.e., spouse, partner, parents, children, siblings, legal guardians, in-laws, grandparents and grandchildren, regardless of where they live) of Jostens, Inc. (“Sponsor”) or its partners, affiliates, subsidiaries, parent companies, divisions and advertising, promotion, public relations agencies, are not eligible to enter or win. Entry constitutes entrant’s full and unconditional agreement to these official rules (“Official Rules”) and to Sponsor’s decisions. The decisions of Sponsor, in regards to all matters related to this Contest are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

4. **How to Enter; Entry Requirements.** During the Entry Period, an eligible person may enter by taking a photograph of his or her graduation cap and submitting it as follows:

- **FACEBOOK:** Like the Josten’s official Facebook page located at <https://www.facebook.com/Jostens>, and post an image of entrant’s decorated graduation cap on the Jostens Official Facebook Page, or respond to a post from one of these accounts calling for entries into the Contest (an “Entry”) and contain both of the hashtags #JostensGradCap and #Contest.
- **TWITTER:** Tweet an image of entrant’s decorated graduation cap and tag the official Jostens Twitter account at @Jostens, or reply to a Tweet from the official Twitter account calling for entries into the Contest (an “Entry”) and contain both of the hashtags #JostensGradCap and #Contest.

- **INSTAGRAM:** Post an image of entrant’s decorated graduation cap and tag the official Jostens Instagram account at @Jostens, or reply to a post from Sponsor calling for entries into the Contest (an “Entry”) and contain both of the hashtags #JostensGradCap and #Contest.

To enter the Contest, entrant must first be a registered user and have an active account with Instagram™, Twitter™ or Facebook™ (“Social Media Platforms”) as of May 7, 2021 at 6:00 a.m. CT time. By submitting an entry, entrant agrees to the terms of use and applicable privacy notices of the applicable Social Media Platforms. If entrant does not agree to the terms of use and privacy notice, entrant cannot participate in this Contest. Before entering the Contest, the “Photos Are Private” option in the account settings must be set to “OFF.” To be eligible, your entry must adhere to these Official Rules and the Terms of Use for the Social Media Platforms.

All Entries must not include any brand names, trademarks or recognizable imagery without the express permission of the brand or trademark owner. Additionally, all Entries must: (i) be in good taste and appropriate for Sponsor’s audience, in Sponsor’s sole discretion; (ii) not be obscene, indecent or otherwise offensive (as determined by Sponsor in its sole discretion); (iii) not defame or invade the publicity or privacy rights of any person living or deceased; (iv) not infringe, violate or misappropriate any persons or entity’s personal or proprietary rights (including copyrights, trademarks, rights of publicity or other intellectual property rights); (v) not contain (a) any words, statements or images considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or who are disabled, (b) any threats to any person, place, business, group or entity, (c) materials that promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on age, race, ethnicity, national origin, religion, sexual orientation or other protected class or disability, (d) any materials that depict illegal acts or are sexually explicit, libelous, obscene, violent, hateful or slanderous or (e) content not in keeping with Sponsor’s reputation, image; and (vi) not be owned by a third-party or be subject to any restrictions or right that would in any way limit Sponsor’s right to use the entry as permitted under these Official Rules (collectively, “Content Requirements”). Failure to comply with these Content Requirements, as determined by Sponsor in its sole discretion, is grounds for an automatic disqualification from the Contest.

By entering the Contest, entrant grants to Sponsor (and its licensees and assigns) a royalty-free, irrevocable, perpetual license to use, reproduce, modify, publish, create derivative works from and display his/her/its entry, in whole or in part, and otherwise exploit the entry in all media now known or hereinafter devised, throughout the universe, in any way the Sponsor sees fit, including (without limitation) entertainment, instruction/education, promotion, advertising and or marketing purposes. In connection with all rights granted herein, Sponsor and its affiliates, licensees and assigns shall also have the irrevocable right to incorporate the entry, in whole or in part, into other works, in any form, media or technology now known or hereinafter developed. If necessary, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the entry. ENTRY REPRESENTS AND WARRANTS THAT ENTRANT HAS OBTAINED ALL APPROPRIATE LICENSES AND/OR CONSENTS NECESSARY TO GRANT THE RIGHTS GRANTED TO SPONSOR HEREUNDER (INCLUDING WITHOUT LIMITATION ANY APPLICABLE MODEL RELEASES) AND WILL INDEMNIFY SPONSOR FOR ANY AND ALL CLAIMS ARISING FROM THE ENTRANT’S FAILURE TO DO SO.

Only one entry per day is allowed per entrant. Duplicate entries will be deemed automatically void. Additional entries received in one day will be automatically void. Proof of submission of entry does not constitute proof of delivery of entry during the Entry Period. Entries generated by script, macro or other automated means or entries that do not fully comply with these Official Rules or which subvert the entry process, in the sole discretion of the Sponsor, will not be eligible. The computer clock of the webmaster hosting the Contest is the official timekeeping device. All entries become the property of Sponsor.

Only complete and valid entries will be eligible. By entering the Contest, each entrant warrants that he or she has read and agrees to abide and be bound by these Official Rules and that he or she is not prohibited from participating in the Contest. Eligible entrants agree that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and entrants agree to be bound by all decisions and interpretations made in good faith by the Sponsor, or its designee.

All entries become property of Sponsor and will not be acknowledged or returned. Sponsor is not responsible for technical failures of any kind, including, but not limited to, electronic malfunctioning of any telephone network, computer hardware or software; any failed, incomplete, garbled or delayed computer transmissions or any combination thereof; or for any error, human, technical or otherwise. Sponsor reserves the right, in its sole discretion, to disqualify any fraudulent entries or any individual it finds tampering with the operation or entry process of the Contest or acting in violation of these Official Rules. If, for any reason, an entry is determined by Sponsor to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if feasible; if not feasible for any reason, Sponsor shall not have any liability to entrant in conjunction with same.

The sponsor reserves the right to cancel the Contest at any time and substitute another promotion in its place.

5. **Winner Selection.** One (1) First Place, one (1) Second Place and one (1) Third Place winner will selected through internal judging hosted by Jostens on or about June 30, 2021 (“Internal Voting Results”). The internal voting panel will be instructed to judge the entries based on the following criteria:
- a. Effectiveness of entrant’s creative expression.
 - b. Quality of the graduation cap decoration.
 - c. Quality of the picture.
 - d. Originality.
 - e. Style.

First, Second and Third Place Potential Winners will be eligible to receive the below defined prizes (each a “Prize”). Decisions of the Sponsor will be final and binding on all matters relating to this Contest. If a Potential Winner does not respond within five business days of the first notification attempt, is found to be ineligible, does not comply with these Official Rules or declines to accept any prize, the potential winner may be disqualified in Sponsor’s sole discretion, and in such case Sponsor may select an alternate winner based on the Internal Voting Results.

6. **Prize(s).**

First Place - \$500 Prepaid Gift Card, Approximate Retail Value: \$500.00.

Second Place - \$300 Prepaid Gift Card, Approximate Retail Value: \$300.00.

Third Place - \$100 Prepaid Gift Card, Approximate Retail Value: \$100.00

Total Approximate Retail Value of all Prizes: \$900.00.

Prizes are not transferable. No substitution of any Prize, or any portion thereof, is allowed, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute any Prize with another prize of equal or greater value. Sponsor is not responsible for any inability of any winner to accept or use any Prize (or portion thereof) for any reason. No more than the stated Prize(s) will be awarded. Limit of one (1) Prize per family/household/address. Winner is solely responsible for all unspecified costs and expenses associated with Prize acceptance and use. Prizes are awarded “as is” with no warranty, representation or guarantee of any kind by Sponsor. Transfer of Prize is not permitted without the permission of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind. A Prize value as stated represents Sponsor’s good faith determination of approximate retail value of prizes.

7. **Odds of Winning.** Odds of winning each Prize depend upon the total number of eligible entries received during the Entry Period.

8. **Claiming the Prize.** Each potential winner will be notified through a comment on entrant’s social media post on the social media platform on which they submitted his or her entry or similar means. In the event that Sponsor cannot contact a potential winner of any Prize despite reasonable (in its sole discretion) attempts, Sponsor may, in its sole discretion, randomly select a new, alternate potential winner from the remaining eligible entries received. Return of any Prize or prize notification as undeliverable will result in disqualification and an alternate potential winner may be selected in Sponsor’s sole discretion. The potential winner will be required to complete, sign and return to the address requested an Affidavit and Liability/Publicity Release within fourteen (14) days of receipt of the Prize Claim Documents. If such documents are not returned to Sponsor prior by such deadline, any Prize may be forfeited in Sponsor’s sole discretion, such potential winner shall be disqualified, and an alternate winner selected by Sponsor from the remaining eligible entries. Except where prohibited by law, each winner also grants Sponsor and its designees the right to use the winner’s full name, hometown, images and likenesses for advertising, publicity and promotion purposes, including print, broadcast and on-line announcements, without further compensation than the said prize and at no expense to the winner, and Sponsor shall not be obligated to make any such use.

9. **Taxes.** Each winner is responsible for all applicable local, state and federal taxes. Sponsor will issue winners of prizes valued at \$600 or over an IRS 1099 Tax Form, and winner agrees to fully cooperate in complying with applicable governmental reporting requirements. If requested by Sponsor, the potential winner will be required to complete, sign and return to Sponsor an IRS Form W-9 prior to receiving the Prize. Failure to complete, sign and return a W-9 will result in the winner being disqualified, and in such case Sponsor may, in its sole discretion, select an alternate winner in a random drawing from remaining eligible entries.

10. **General.** Each entrant agrees to, accepts and shall abide by these Official Rules and agrees that any disputes shall be resolved by Sponsor, in its sole discretion. Sponsor reserves the right to cancel/terminate, modify, amend or suspend the Contest if in Sponsor's sole determination it believes that the integrity of the Contest has been, or could be, compromised or that the Contest is not capable of running as planned or fairly, including without limitation due to tampering, unauthorized intervention, fraud, or force majeure or any other causes beyond Sponsor's control. Contest void where prohibited or restricted. If any provision of this Contest shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. Sponsor is not responsible for any typographical or other errors in the printing of these Official Rules, administration of this Contest or in the announcement of any winner(s) or Prize(s). In the event this Contest is cancelled for any reason, Sponsor reserves the right to conduct a new promotion in its place.

11. **DISPUTES RESOLUTION.** THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in the Contest, the entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Minneapolis, Minnesota having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

12. **Release.** By participating, each entrant agrees to hold harmless Sponsor and its employees, officers, directors, shareholders, representatives, agents, successors and assigns, from any liability whatsoever, and waive and release such parties from any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional) arising out of or in connection with the event or acceptance, possession, or use/misuse of any prize, participation in any promotion-related activity, or participation in the promotion, whether under a theory of contract, torts (including, without limitation, negligence), warranty, or any other theory or cause of action.

13. **Privacy.** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <https://www.jostens.com/about/legal/privacy-policy>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Contest.

14. **Winners List:** A list of winners may be obtained by sending a written request along with a self-addressed stamped envelope to Jostens, Inc., Attn: Jostens Digital Marketing, 7760 France Avenue South, Suite 400, Minneapolis, MN 55435. Request must be received by December 30, 2021. Vermont residents may omit return postage.

Abbreviated Rules (to place in advertisements, e-mails, etc.)

NO PURCHASE NECESSARY TO ENTER OR WIN. Open to currently enrolled college students or 2021 graduating college seniors who are 18 or older and the age of majority in their state of residence, excluding Sponsor's employees, family and household members. Enter by submitting a photograph of your decorated graduation cap on social media between 9:00:01 A.M. CT on May 8, 2021 and 11:59:59 P.M. CT on June 20, 2021. See Official Rules for judging criteria. Total ARV of all prizes: \$900.00; odds depend on no. of entries. Potential Winners determined by internal vote by Jostens. Contest not endorsed by [INSERT Instagram, Twitter or Facebook]. For a copy of the Official Rules, visit <https://www.jostens.com/CollegeGradCapContest>. Sponsor: Jostens, Inc., 7760 France Avenue South, Suite 400 Minneapolis, MN 55435.