

Norman B. Leventhal Map Center, Inc.

Beneath Our Feet Contest

Official Rules

**THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE ENTRANT TO SUBMIT CLAIMS ENTRANT HAS AGAINST LMC (AS DEFINED BELOW) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) ENTRANT WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST LMC ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) ENTRANT WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.**

The Beneath Our Feet Contest (the “Contest”) begins at 12:01 a.m. EST on July 24, 2017 (the “Promotion Start Time”) and ends at 11:59 p.m. EST on August 4, 2017 (the “Contest Period”). The Contest is sponsored by the Norman B. Leventhal Map Center, Inc. (“LMC”). This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter. Entrant is providing its information to LMC and not to Facebook, Instagram or Twitter.

BACKGROUND: LMC is seeking ideas for a mascot design for LMC’s upcoming exhibition titled *Beneath Our Feet: Mapping the World Below* (the “Exhibition”). The Exhibition will explore natural and manmade underground phenomena. Entrants may submit their mascot design (“Mascot Design”) to LMC in accordance with these Official Rules, and LMC will select one (1) winner in accordance with these in these Official Rules.

**1. HOW TO ENTER:** NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE ENTRANT’S CHANCES OF WINNING. Entrants may enter by sending an email to [info@leventhalmap.org](mailto:info@leventhalmap.org) that (a) includes the Mascot Design in a high resolution format (file type options: GIF, JPEG, PNG and TIFF), (b) contains “Beneath Our Feet Contest” in the subject line and (c) includes the entrant’s first name, last name, address and contact information in the body of the email. Participation in the Contest is voluntary and does not require entrant to purchase anything from LMC. No illegible, incomplete, forged or altered entries will be accepted. Limit three (3) Mascot Design submissions per entrant.

**2. PRIZE:** The prize will be awarded to one (1) winner of the Contest, consisting of a catalog from the exhibition titled *Journeys of Imagination* (approximate retail value: \$25). Odds of winning are affected by the number of entrants during the Contest Period. Only one (1) prize will be awarded. LMC reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. LMC is responsible only for prize delivery. In order to receive a prize, the winner may be required to provide proof of identification. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the winner.

**3. ELIGIBILITY:**

**Entrant Eligibility.** The Contest is only open to legal residents of the United States who are at least 18 years old at the time of entry. Entries are limited to individuals only; commercial enterprises and

business entities are not eligible. By participating in the Contest, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of LMC and warrants that she/he is eligible to participate in the Contest. Employees, independent contractors, officers and directors of LMC, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Promotion. THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

**Entry Eligibility.** Any entry submitted in connection with the Contest will only be eligible if (a) it is submitted in accordance with Section 1 and (b) the Mascot Design(s) submitted with such entry (i) are submitted during the Contest Period, (ii) are the original work of the entrant(s) and do not include and are not based on or derived from any pre-existing or third-party designs, trademarks, or copyrighted images, (iv) do not contain content that is unlawful, hateful or obscene, in LMC's sole discretion, and (v) do not include any identifiable individual other than the individual participant unless prior express consent is obtained from such individual or such individual is a historical figure. The Mascot Design must be a high resolution and high quality file. LMC cannot accept PowerPoint presentations, white papers, or other documents as Mascot Designs. LMC reserves the right, in its sole discretion, to disqualify entries submitted without a Mascot Design or any entries which LMC determines at any time in its sole judgment to fail to meet any of these criteria, no exceptions.

**4. USE OF CONTENT/SUBMISSIONS; ASSIGNMENT:** By submitting the Mascot Designs and any other content (collectively, "Content") to LMC in connection with this Contest, each entrant represents and warrants that the Content does not infringe or violate any rights of any third party. All entries will become the property of LMC. By submitting an entry, each entrant hereby assigns to LMC all rights, title and interest in and to the Content and all related intellectual property rights. LMC reserves the right to modify the Content (including the Mascot Design of the winner) for any purpose. Each entrant will further assist LMC from time to time, at LMC's request and expense, to further evidence, record, perfect, maintain, enforce and defend any rights assigned to LMC. Each entrant hereby irrevocably designates and appoints LMC as its agents and attorneys-in-fact, coupled with an interest, to act for and on such entrant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by such entrant. LMC will have the right to (a) use the Content (including the Mascot Design of the winner) for any purpose whatsoever, including in and connection with the Exhibition, without compensation to entrant, winner or any other person and (b) provide attribution to the creator of the Mascot Design in connection with such use. Except where prohibited by law, an entry submission into the Contest constitutes permission to use the entrant's likeness for promotional purposes in any medium without additional compensation. In addition, the winner agrees to LMC's use of the winner's name, likeness, prize information and information provided in the submission email for publicity purposes, without further permission or compensation.

**5. SELECTION OF WINNER:** Following the Contest Period, a panel of qualified judges determined by LMC in its sole discretion will select the entrant with the highest-scoring Mascot Design from among all eligible entries received by the Contest End Date based on the following criteria:

- Relevance to the Exhibition (25%);
- Creativity (25%);

- Aesthetic (25%); and
- Quality (25%).

In the event of a tie between two or more entrants, the entrant whose entry received the highest score for relevance to the Exhibition, as determined by the qualified judges, in their sole discretion, will be deemed the winner among the tied entrants.

The decisions of LMC's selection committee will be final.

LMC may contact winner using the information submitted with the winner's entry regarding information about the Contest and the prize. In the event a winner does not accept a prize, a winner is ineligible or the prize or prize notification is not deliverable, an alternate winner may be selected. LMC is not responsible for and will not be liable for late, lost, misdirected or unsuccessful efforts to contact a winner. Where lawful, the winner may be required to sign and return an Affidavit of Eligibility, Release of Liability and Assignment and Publicity Release.

**6. CONDITIONS:** LMC, Facebook, Twitter and Instagram, and their respective agents, directors, officers, shareholders, employees, insurers, parents, subsidiaries, affiliates, other representatives, prize providers, advertising agencies and legal advisors (the "Released Entities"), are not responsible for, will not be liable for, and hereby disclaim all liability arising from or relating to: (a) late, lost, delayed, damaged, misdirected, misaddressed, incomplete or unintelligible entries; (b) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled or delayed computer or e-mail transmissions; (d) any condition caused by events beyond the control of LMC; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest, including but not limited to statutory and common law claims for misappropriation or entrant's right of publicity; or (f) any printing or typographical errors in any materials associated with the Contest. LMC reserves the right, in its sole discretion, to suspend, modify or cancel the Contest should any unauthorized human intervention or other causes beyond LMC's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event that proper administration of the Contest is prevented by such causes as contemplated above, LMC will pick the winner from all eligible, non-suspect entries received prior to such action. By participating in the Contest, entrants and winner agree to and hereby release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or entrant's right of publicity. This Contest will be governed by Massachusetts law.

**7. ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS ENTRANT'S RIGHTS.**

**a. Agreement to Arbitrate.** This Section is referred to in these Official Rules as the "Arbitration Agreement." Entrant agrees that any and all disputes or claims that have arisen or may

arise between entrant and LMC, whether arising out of or relating to these Official Rules (including any alleged breach thereof), any advertising, any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that entrant may assert individual claims in small claims court, if entrant's claims qualify. Further, this Arbitration Agreement does not preclude entrant from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on entrant's behalf. Entrant agrees that, by entering into these Official Rules, entrant and LMC are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

**b. Prohibition of Class and Representative Actions and Non-Individualized Relief.**

***ENTRANT AND LMC AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH ENTRANT AND LMC AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).***

**c. Pre-Arbitration Dispute Resolution.**

LMC is always interested in resolving disputes amicably and efficiently, and most entrant's concerns can be resolved quickly and to the entrant's satisfaction by emailing [info@leventhalmap.org](mailto:info@leventhalmap.org). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to LMC should be sent to Norman B. Leventhal Map Center, Inc., Attn: President, 700 Boylston Street, Boston, MA 02116 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If LMC and entrant do not resolve the claim within sixty (60) calendar days after the Notice is received, entrant or LMC may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by LMC or entrant will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which entrant or LMC is entitled.

**d. Arbitration Procedures.**

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under

these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless LMC and entrant agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If entrant's claim is for \$10,000 or less, LMC agrees that entrant may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If entrant's claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. Any payment of attorneys' fees will also be governed by the AAA Rules.

e. **Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

f. **Severability.** Without limiting the severability provision in Section of the these Official Rules, if a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than Section 7(b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court decides that any of the provisions of Section 7(b) is invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void. The remainder of these Official Rules will continue to apply.

**8. WINNER:** The first name, last initial, city and state of the Contest winner and a copy of these Official Rules will be available online at LMC's website located at <http://www.leventhalmap.org/> on the date that the winner is announced and for 90 days thereafter.

**LMC ADDRESS:**

Norman B. Leventhal Map Center, Inc.  
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