

Hip History Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

CONTEST MAY ONLY BE ENTERED IN OR FROM THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND ENTRIES ORIGINATING FROM ANY OTHER JURISDICTION ARE NOT ELIGIBLE FOR ENTRY. YOU MUST BE AT LEAST 13 YEARS OF AGE IN ORDER TO ENTER THIS CONTEST.

1. Sponsor: The Hip History Contest (the "Contest") is sponsored by Uniting Through History, 619 Church Street, #2056, Ottumwa, IA (the "Sponsor"). Participation in the Contest constitutes the Entrant's (as defined below) full and unconditional agreement to these Official Rules, and Sponsor's decisions, which are final and binding in all matters related to the Contest. If you are at least 13 years of age but a minor in your state of residence, you may only enter the Contest with the consent of your parent or legal guardian, and by entering you represent that your parent/legal guardian has read and agreed to these Official Rules on your behalf.

2. Eligibility: Contest (the "Contest") is only open to students who are legal residents of 50 United States and the District of Columbia, and who are 13 years of age or older and in middle school or high school at the time of entry (the "Entrant"). Employees of Uniting Through History (the "Sponsor"), their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law, rule, or regulation.

3. Contest Period: Entries will be accepted online starting on 2/16/2022 at 11:00 AM Central Time and ending 5/16/2022 at 11:59 PM Central Time (the "Entry Period"). All online entries must be received by 5/16/2022 11:59 PM Central Time. Sponsor's computer is the official timekeeping device for the Contest.

4. How to Enter: The Contest must be entered by submitting an entry using the online form provided on this site, located at <https://unitingthroughhistory.org/enter-hip-history-contest/> ("Site"). All Entrants must complete the entry form, including by providing their name, birthday, school and, if Entrant is a minor, parent's contact information. If the entry is submitted on behalf of a Team (defined below) all members of the Team must provide such information at entry and satisfy the eligibility requirements of this Contest. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Uniting Through History. Entrant may enter only once and must fill in the information requested. Entrant may not enter more times than indicated by using multiple e-mail addresses, identities or devices in an attempt to circumvent the rules. If Entrant uses fraudulent methods or otherwise attempts to circumvent the rules the submission may be removed from eligibility at the sole discretion of Uniting Through History.

5. Qualifying Submissions: Entrants must create a video ("Video") that creatively shares the history of Buxton, Iowa. Videos must: (1) open with a Hip History Contest introduction, found at <https://unitingthroughhistory.org/hip-history-contest-video-intro/>; (2) start with the following words, extracted from *Creating the Black Utopia of Buxton, Iowa*: "Once upon a time, in a state that was 99.3 percent white and "foreign born" was the town of Buxton, Iowa—a town of 5,000 where 55 percent of the population was black. The year was 1905." (the "Excerpt"); (3) incorporate at least three (3) facts from the Excerpt; (4) the Video must be three (3) minutes or less in length; and (5) the Video must be less than 500 MB in size. Videos that do not meet these basic requirements, contain excessive grammatical errors, or contain excessive historical inaccuracies will not be accepted for entry. If the reason the entry was not accepted was minor and/or easily correctable, Uniting Through History may attempt to let the Entrant know so they can fix the problem and resubmit the entry, if desired. Under no circumstances will Uniting Through History provide feedback on content prior to winner selection.

All entry information and Videos shall be collectively referred to herein as the "Submissions" or each as a "Submission." Submissions must comply with the Guidelines and Restrictions defined below. Uniting Through History reserves the right to cancel or modify this Contest in the event an insufficient number of Submissions are received that meet the minimum entry criteria. For the sole purpose of this Contest, Sponsor grants Entrants a limited license to use the Excerpt in a Submission; Entrants may not use the Excerpt for any other purposes.

Limit one (1) Submission per person/email address. For clarity, Entrants may enter the Contest only once, either as an individual or in a Team (as defined below). No automated entry devices and/or programs permitted. All entries, including Submissions, become the sole and exclusive property of the Sponsor and receipt of entries may not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible.

Team Submissions: A team ("Team") should not consist of more than five eligible Entrants. If a Submission is submitted by a Team, the Team member who submitted the Submission and completed the entry form will be deemed to be the "Entrant" and its "Team Leader" who must have the permission and consent of all Team members (and their parent or guardian if a minor) to act in this role and can confirm the Team's agreement (and their parent or guardian's agreement if a minor) on behalf of the Team to these Official Rules. If in the event a Team Submission wins a prize, the prize will be split (by Sponsor) equally between all Entrants in the winning Team.

Submission Guidelines: By entering the Contest, each Entrant agrees that Entrant's Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an Entrant or Submission from the Contest if it believes, in its sole discretion, that the Entrant's Submission fails to conform with these Guidelines and Restrictions.

Submission Guidelines:

- The Submission must be primarily in English, or contain English subtitles.
- The Submission must be uploaded via the entry form, and may not be posted on YouTube, Facebook, or the like.

Content Restrictions:

- The Submission should not contain any personally identifying information, such as an Entrant's full name or school;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to copyright, moral rights, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor, the Contest Parties, or any other person or party;
- The Submission must not contain brand names or trademarks of any entity other than the Contest IP, which Entrant has a limited license to use for the sole purpose of creating a Submission in this Contest;
- The Submission must not contain footage, images, sounds, music or artwork not created by Entrant or owned by Sponsor;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created; and
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Each Entrant acknowledges that other Entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in Entrant's Submission. Each Entrant understands and agrees that he/she shall not have any claim against any other Entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules.

By entering, each Entrant (or Entrant's parent or guardian if a minor) warrants and represents the following with respect to his/her Submission: (a) Entrant or Entrant's Team is the sole and exclusive owner of the Submission; (b) the Submission is Entrant's or Entrant's Team's own creation; (c) excluding content provided to Entrant by Sponsor, the Submission will not infringe on any rights of any third parties; and (d) any third parties appearing in the Submission have given Entrant appropriate consent to be filmed and used in accordance with these Official Rules. Sponsor reserves the right to request releases from any third parties appearing in any Submissions at any time.

6. Judging: The Contest entries will be judged based on the following criteria on or about 6/1/2022 and their associated weights:

- **CREATIVITY (25%):** Did Entrant share the history of Buxton in a unique and interesting way?
- **RELEVANCE (25%):** Did Entrant share why racial equality and equity are important and/or what we can learn from Buxton today?
- **INCLUSIVITY (30%):** Did Entrant include the experiences of Black Americans in Buxton? Did Entrant show the contributions made by Black Americans and how they made a difference in Buxton?
- **INSPIRATIONAL (20%):** Does entry inspire people to want to learn more or take action after watching?

There is no judging criteria for following submission instructions. Uniting Through History will select a minimum of three (3) top Submissions in the high school category, and three (3) top Submissions in the middle school category who will be the Contest finalists ("Finalists") subject to confirmation. The contest judges will then select the winners, using the above judging criteria.

Once potential Finalists have been selected, Uniting Through History will contact Finalists and/or their parents or guardians to confirm all rights in the Submissions, including the right to make them available for public viewing on the Site.

7. Prizes: The approximate retail value of all prizes is \$11,000. The prizes will be awarded in the form of a scholarship, in the following amounts:

- **MIDDLE SCHOOL:**
 - 1st Prize - \$2,000;
 - 2nd Prize - \$500;
 - 3rd Prize - \$250.
- **HIGH SCHOOL:**
 - 1st Prize - \$2,000;
 - 2nd Prize - \$500;
 - 3rd Prize - \$250.

Winners' schools will win a matching prize. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Additional prizes may be added during the contest period and an awards ceremony

honoring the winners may be offered after the conclusion of the contest. Any and all prize related expenses, including without limitation any and all federal, state, and local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. In order to be awarded the prize, winner or winner's parent or guardian (if a minor) (1) must provide consent for Uniting Through History to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law and (2) open a [College Savings Iowa 529 Plan](#), if Entrant resides in Iowa, or a [College Savings 529 Plan](#) (or equivalent if the plan is not offered) if the Entrant resides in another state. If the winner's parent or guardian does not agree to complete the aforementioned, the prize will be forfeited and awarded to an alternate winner.

8. Winner Notification: Winners of the Contest will be notified via e-mail or phone to the e-mail address or phone number they entered into the Contest with within five (5) days following the winner selection. Winners may be required to sign and return, where legal, additional documentation, including an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) days of prize notification. If any winner is considered a minor in his/her jurisdiction of residence, Affidavit or Declaration of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian. Uniting Through History shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited, and an alternate winner selected. Upon prize forfeiture, no compensation will be given. The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by you: By entering this Contest you or your parent or legal guardian if a minor understand that Uniting Through History, anyone acting on behalf of Uniting Through History, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your Submission, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

10. Terms: Uniting Through History reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud, epidemics, pandemics, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Uniting Through History may judge Submissions from all eligible entries received prior to and/or after (if appropriate) the action taken by Uniting Through History. Uniting Through History reserves the right at 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.

Uniting Through History has the right, in its sole discretion, to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an Entrant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, Uniting Through History reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Contest Entrant and/or parent or guardian agree to receive emails or text messages (if approved) periodically from Uniting Through History. Entrant and/or parent or guardian can opt-out of receiving this communication at any time by selecting the unsubscribe option in the communication.

11. Limitation of Liability: By entering, Entrant and parent/guardian (if a minor) agree to release and hold harmless Uniting Through History and its parent company, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such Entrant's participation in the contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error which may occur in the administration of the Contest or the processing of entries.

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

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Uniting Through History Web Site. Read the Privacy Policy here: <https://unitingthroughhistory.org/privacy-policy>

14. Winners List: For the names of the winners, please contact us at info@unitingthroughhistory.org and in the body of the email type "Please e-mail me the winners' list for the Hip History Contest."

15. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Youtube, Pinterest, LinkedIn or Google. Entrant understands that information is being provided to the owner of this Contest and not to Facebook, Twitter, Youtube, Pinterest, LinkedIn or Google.