

# LifeWay Christian Resources

## Send Me

### Multi-Media Essay Contest

#### Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. Program Description.** LifeWay Christian Resources (“LifeWay”) is sponsoring the “Send Me” Multi-Media Essay Contest (the “Contest”). The Contest is designed to invite individuals to consider and pursue social and spiritual responsibility opportunities. The Contest invites individual Entrants to submit an Essay of up to one hundred (100) words in length (an “Entry”), to which the Entrant may also include a link to any related photos, video or other media, explaining the reason(s) that Entrant should be selected to assist with one of Operation Christmas Child’s international shoebox distribution projects for Spring 2010 (“the Project”). Upon submission of such Entry, the Entrant shall be denominated as a “Contestant” for purposes of this Contest. The Contestant who wins the Contest shall be denominated as the “Prize Winner” for purposes of this Contest.

Each Entry will be preliminarily reviewed by a panel of judges selected by one of the Sponsor Entities to determine in their sole discretion if the Entry is “Eligible” for the Contest. To qualify as Eligible for the Contest, an Entry must be submitted by a Contestant during the Entry Period, and the Entry must otherwise comply with the “Submission Limitations and Requirements” provided in these Official Rules.

The Contestant who submits the Eligible Entry that is determined by a panel of judges, in their sole discretion, to be the best Essay shall be the Prize Winner. The Prize will be an invitation to participate in the Project.
- 2. Eligibility.** The Contest is open only to legal residents of the United States and the District of Columbia, who are eighteen (18) years of age or older at the time of entry. Employees and trustees of LifeWay or its affiliates, subsidiaries, members, agents, and advertising or promotion agencies, and members of the immediate families (defined as including parents, spouse, children, siblings, grandparents, and each of their respective spouses) or households (whether related or not) of any of the above, and officers, directors, agents and employees of other publishers are NOT eligible to participate in the Contest. Sponsor reserves the right, at any time, to verify Contestant eligibility in any manner it deems appropriate. Participation constitutes Contestant’s full and unconditional agreement to these Official Rules and the Sponsor’s decisions, which are final and binding in all matters related to the Contest.
- 3. Entry Period.** The Contest begins on or about 12:00:01 a.m. CST on October 15, 2009, and ends at 11:59:59 p.m. CST on November 23, 2009 (which date coincides with the end of Operation Christmas Child’s National Collection Week for 2009) (“Entry Period”).
- 4. How to Enter.** To enter the Contest to try to win the Prize, Contestants must complete the following steps:

  - Insert your name, email address, Essay and link to any related media in the appropriate data entry points on the following Threads Media web page: [www.threadsmedia.com/sendme](http://www.threadsmedia.com/sendme).
  - As part of your Entry, click “Submit” to submit your essay and links.

There is no limit on the number of entries that a Contestant can make for the Prize to be awarded. Entries must be posted on the website no later than the last second of the Entry Period and must be available for review at the time of the Contest evaluation to be eligible for the Prize to be awarded.
- 5. Submission Limitations and Requirements.** Entrant’s Essay and any related media should be in good taste and suitable for viewing by audiences of all ages. In addition, each Contestant warrants, with regard to Contestant’s Essay and any related media, that (a) Contestant will not post content or take any action that infringes someone else’s rights or otherwise violates the law, (b) Contestant will not post anyone’s identification documents or sensitive financial information, (c) Contestant has otherwise complied with any applicable web host’s Terms of Service, and (d) Contestant has permission from all persons reflected therein (and in the case of the portrayal of any minor, permission from such minor’s parents) to submit the media and the Essay for all purposes of this Contest. Contestant further, upon submission of the Entry specifically grants to Sponsor and its successors, assigns, and licensees an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to produce, display, copy, distribute, exhibit, exploit, reproduce, create derivative works from, broadcast and transmit the Entry so posted on or in connection with the Contest; the Entry may be altered, edited, used in whole or in part, and/or combined with other material and in any media now existing or subsequently developed for any purpose of Sponsor, without restriction, including but not limited to promotion of Sponsor resources, including publications

and web sites, with or without videographer credit and without further consideration. However, nothing shall require Sponsor to use the Entry, or any portion thereof, or to exercise any right granted herein.

6. **Winner Selection/Prize(s).** On or before November 30, 2009, Essays will be judged by a panel of persons selected by Samaritan's Purse's Operation Christmas Child program on the basis of originality, emotional impact, and relevance to the theme. Decisions of the judges are in their discretion and will be final for purposes of the Contest.

The Prize to be awarded for the "Best Send Me Multi-Media Essay" will be an invitation to assist in Operation Christmas Child in the Project, with the following Prize elements—

- **Round-trip airfare for the Prize Winner from an airport near the Prize Winner's hometown to an airport near the Project city (the "Air Travel") (or limousine service, if warranted)**
- **Round-trip transportation for the Prize Winner from the airport near the Project City to the Project venue ("Ground Transportation")**
- **Hotel or other accommodations for the Prize Winner at the selection of the Sponsor near the Project venue for up to \_\_\_\_\_ (\_\_\_) nights ("Accommodations").**

The following limitations apply to the Prize. Samaritan's Purse's Operation Christmas Child program staff will determine the Project location, in their sole discretion, based on a number of considerations. Air Travel, Ground Transportation and Accommodations are subject to availability. The Prize elements are subject to the terms and conditions set forth in this Contest, those set forth by the applicable Project venue, the terms and conditions of participation as specified by Operation Christmas Child and/or Samaritan's Purse as well as the providers of the Air Travel, Ground Transportation and Accommodations. The originating airport will be near the residence of each Prize Winner as selected by the Sponsor. At Sponsor's discretion, limousine service may be substituted for the Air Travel for each Prize Winner whose residence is proximate to the applicable Project venue. All travel expenses and incidental travel costs not expressly stated in the Prize package description above, including but not limited to, special airfare seating and meals, rental car, gas, other ground transportation, off site meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, taxes or other expenses, as well as any costs associated with travel companions of any Prize Winner are the responsibility solely of Prize Winner who incurred such expenses. Any travel companion of any Prize Winner must be age 21 years or older as of the first date of the Accommodations stay (or such travel companion must be a child of the Prize Winner). Travel companions must execute liability/publicity releases on similar terms as the Prize Winner and prior to confirmation of Accommodation stay. Other travel restrictions, conditions and limitations may apply.

The value of the Prize is estimated to be \$3,000. Actual value of the Prize may vary based on the Project location, Air Travel (or limousine service), airports and Ground Transportation used and timing therefor relative to other events. No Prize Winner will receive the difference between actual and approximate retail value.

7. **Winner Notification.** Sponsor will endeavor to notify the Winner of each Prize won by email or other contact immediately following the drawing. The Prize Winner has 72 hours from such notification effort to claim the Prize. Failure to claim the Prize within 72 hours of such notice will result in disqualification and Prize forfeiture. All potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Administrator will award the applicable prize to an alternate selected winner from among all remaining eligible Entries. The process will be repeated until the Prize is awarded.
8. **General Conditions and Limitations.** No purchase is necessary. This Contest or any particular rule of the Contest is void where prohibited by applicable law. No responsibility is assumed by Sponsor for late or misdirected submissions or any technical malfunctions that may occur. Sponsor's decisions regarding winning Entries are final. Prizes are not redeemable for cash. No substitution, transfer, or assignment of any prize is permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value in the event an offered Prize is unavailable for any reason. All expenses not specifically mentioned herein are the sole responsibility of each Prize Winner who incurred the expense. ALL FEDERAL, STATE AND LOCAL INCOME TAXES AND/OR OTHER EXPENSES, DUTIES, FEES, EXCISES OR TARIFFS, IF ANY, NOW OR HEREAFTER IMPOSED, NOT SPECIFICALLY AWARDED HEREIN AS PART OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER THEREOF AND SAID WINNER WILL BE ISSUED AN IRS FORM 1099 (ALSO SUBMITTED TO THE UNITED STATES INTERNAL REVENUE SERVICE) FOR THE VALUE OF THE PRIZE. If a Contestant changes his or her contact information, it is the Contestant's responsibility to notify the Sponsor of the updated information. Contestants agree to abide by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest. Sponsor will endeavor to remove disqualifying entries from the drawing pool, but it cannot guarantee that all disqualified entries will, in fact, be removed. This Contest is governed by the laws of the United States. All applicable federal, state and local laws and regulations apply.

Sponsor reserves the right to void all entries that are deemed by Sponsor to be legally or morally inappropriate or offensive.

If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic

tampering with any portion of the Contest, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, or fairness of the Contest, or if technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, or if website hosts or providers proscribe or limit the Contest, the Sponsor at its sole discretion reserves the right to disqualify any individual involved in such activity and to modify or suspend the Contest, or to terminate the Contest and conduct a winning entry selection to award the Contest prizes using all Eligible Entries received as of the termination date/time. Should the Contest be terminated prior to the stated end date, notice of such termination will be posted on the Contest website, and Sponsor may proceed to select a winner from among all eligible Entries received as of the termination date. Any attempt by a Contestant or any other individual to deliberately damage or harm LifeWay's website or otherwise undermine the legitimate operation of the Contest is unlawful; and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

**FAILURE BY ANY WINNER TO COMPLY WITH THESE OFFICIAL RULES IN ANY WAY, AS DETERMINED BY SPONSOR, WILL RESULT IN DISQUALIFICATION AND FORFEITURE OF ALL RIGHTS IN AND TO THE PRIZE.**

The Contest is subject to YouTube's Terms of Service.

The Title of this Contest may change during the Entry Period.

9. ***Verification of Prize Winners and Release.*** Except where prohibited, each Prize Winner will be required to execute an affidavit of eligibility and liability/publicity release within seven (7) days following the date of receipt of such form and before receipt or use of any Prize. Non-compliance within this time period will result in disqualification and forfeiture of the Prize, and the Sponsor will proceed to select an alternate winner. Return of any prize or prize notification as undeliverable may result in disqualification and selection of an alternate winner. Each Prize Winner further grants to Sponsor the right to use and publish the Prize Winner's proper name, hometown and state, as well as Prize Winner's likeness online and in print in any other media in connection with the Contest. Acceptance of a Prize constitutes permission for Sponsor to use such Prize Winner's name and likeness in any format and medium deemed appropriate by Sponsor in its sole discretion for advertising and promotional purposes without additional compensation and without notice unless such use is prohibited by law. By entering, Prize Winner releases and holds harmless Sponsor Entities from any and all liability or any injuries, loss or damage of any kind arising from or in connection with this contest or any prize won. Sponsor reserves the right, at its sole discretion, to

disqualify any individual it finds to be tampering with the registration process or the operation of the Contest.

10. ***Winners List.*** A list of Prize winners will be maintained at the offices of LifeWay for 2 years after the conclusion of the Entry Period and the award of prizes applicable to the Contest won by each Prize Winner. Copies of the list and these rules are available upon written request to the Contest Coordinator, along with a self-addressed postage prepaid (residents of VT need not prepay postage) envelope addressed to you, mailed to the address at which entries are submitted as indicated above. Requests must be submitted not more than sixty (60) days following the date of the winner selection.
11. ***Disclaimer, Limitations of Liability, Release and Indemnity.*** By entering the Contest or receiving a Prize, each Contestant and Prize Winner agrees and acknowledges, except where prohibited, (a) to be bound by these Official Rules and applicable laws, as well as the decisions of Sponsor, which are final and binding in all respects; (b) to waive any rights to claim ambiguity with the Official Rules and laws; (c) that Sponsor Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, expense, personal injury or death) in connection with or arising from: (i) Contestant's or Prize Winner's participation in Contest; (ii) acceptance/possession (including, but not limited to, delays by shipping companies), defects, and/or use/misuse of any portion of any prize or participation in any prize related activities, including but not limited to travel associated therewith; (iii) human error; (iv) incorrect or inaccurate transcription of registration information; (v) any technical malfunctions, viruses, bugs, non-authorized interventions, disruptions, deletions, interruptions, failures, omissions or defects of the telephone, mail, software, computer systems, equipment, networks or service providers utilized by the Sponsor; (vi) Contestant's inability to access the website of any Sponsor entity; (vii) any lost, delayed, late, misdirected, illegible, incomplete or postage due entries or mail or email transmissions, omissions, interruptions, defects; (viii) any other errors or malfunctions, even if caused by the negligence of Sponsor Entities, and/or (ix) the negligence of any other party, including of the Contestant and/or the Prize Winner; (d) the Sponsor entities make no guarantees, warranties, or representations of any kind, express or implied in fact or in law, with respect to the prize, except as stated in these Official Rules; (e) each Prize Winner's travel companions must sign a liability/publicity release as a condition of accompanying Prize Winner on the trip; and (f) additional restrictions, imposed by any applicable airlines, hotel and rental car company, may limit use of the Prize.

Each Contestant and each Prize Winner and each travel companion of a Prize Winner, if any, further agrees, except where prohibited, to release and hold Sponsor Entities, administrators, advertising and promotion agencies and prize suppliers and their respective

officers, directors, members, trustees, insurers, agents, employees and shareholders (the "Released Parties") harmless from and against any and all rights, claims, causes of action and liability whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including but not limited to invasion of privacy, defamation, portrayal in a false light or death, and property, resulting or arising from, in whole or in part, directly or indirectly, the Contest, and/or Contestant's entry and/or participation in the Contest and/or acceptance, possession, use, non-use or misuse of the Prize or any travel, transportation, or stay in connection with any Prize. Each Contestant, Prize Winner and travel companion further agrees to release all rights to bring any claim, action or proceeding against any of the Released Parties. Each Contestant, Prize Winner and travel companion hereby also acknowledges that said Sponsor Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may accompany a prize. Sponsor Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of the prize suppliers or any of their agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor Entities.

Each Prize Winner who brings any travel companion further agrees, except where prohibited, to indemnify and hold the Released Parties harmless from and against any and all claims of whatever nature made by or on behalf of any of his or her travel companions.

EACH CONTESTANT AND PRIZE WINNER ALSO FURTHER ACKNOWLEDGES THAT SPONSOR ENTITIES AND PROMOTIONS AND ADVERTISING AGENCIES HAVE NEITHER MADE, NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR, ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE OR THE CONTEST.

12. **Dispute Resolution.** Except where prohibited, Contestant and each Prize Winner agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by non-administered mediation or, if necessary, binding arbitration conducted in accordance with the rules of the Institute for Christian Conciliation™ a division of PeaceMaker Ministries (ICC) in Nashville, Tennessee; (2) any and all claims, judgments and awards shall be

limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but shall not, in any event, include attorneys' fees; and (3) under no circumstances will Contestant or any Prize Winner be permitted to obtain awards for, and Contestant and each Prize Winner hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and Contestant and each Prize Winner further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestant and each Prize Winner and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Contestant and each Prize Winner agree that these methods shall be the sole remedy for any controversy or claim arising out of their relationship or this agreement and expressly waive their right to file a lawsuit against one another or any of the Sponsor Entities in any civil court for such disputes, except to enforce a legally binding arbitration decision.

13. **Questions and Removal from Mailing List.** If any person has received an advertisement for this Contest in the mail, such person has a right to have his or her name removed from LifeWay's Contest mailing list. Requests to be removed from the Contest mailing lists can be mailed to the Contest Coordinator. Sponsor has sixty (60) days to process such requests after receipt. Questions regarding this Contest can be directed to the Contest Coordinator.
14. **Sponsor.** This Contest is sponsored by LifeWay Christian Resources, a Tennessee nonprofit corporation. Sponsor Entities include LifeWay Christian Resources and Samaritan's Purse as well as their members, subsidiaries and affiliates and their insurers, trustees, directors, officers, agents and employees.
15. **Privacy.** LifeWay's Privacy Policy applies to information collected in connection with this promotion. A copy of the Privacy Policy is available upon request to the Coordinator or online at <http://www.lifeway.com/lwc/mainpage/0%2C1701%2CM%25253D200946%2C00.html>.
16. **Contest Coordinator.** Jenny Williams, LifeWay Christian Resources, MSN 140, One LifeWay Plaza, Nashville, TN 37234