

CELL IMAGING SHARED RESOURCE (CISR) LIFE IS BEAUTIFUL IMAGE CONTEST

CONTEST RULES AND RESTRICTIONS

Contest eligibility

This contest is open to any individual who is:

A) **a legal resident of the U.S.A.** (“Eligibility Area”) as of the beginning of the submission period (12:01 a.m. Central Daylight Time, May 13, 2024);

B) **18 years of age or older as of the date of the entry;** and

C) **Members of the general public**

Employees of Vanderbilt University (and the immediate families and members of the same household of such employees) and members of the Vanderbilt University Board of Trust, are not eligible to enter the contest.

VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW.

All federal, state, and local laws and regulations apply.

NO PURCHASE NECESSARY.

How to enter

Entrants must submit their materials by July 1, 2024.

Limit: Three entries per person. Additional entries from the same person beyond the limit will be disqualified. All submissions must be original work. Submissions infringing on the legal rights of third parties or otherwise deemed in violation of the Vanderbilt Student Handbook will be disqualified.

Prizes

Grand Winner will receive \$100;

Runner up will receive \$50; and

Third Place will receive \$25.

Contest Winner Selection

The odds of winning depend on the number of valid entries received.

Representatives from CISR faculty/staff and the School of Medicine Basic Sciences Office of the Dean will select the winning submission.

After winning submissions are selected, owners of the first, second, and third place designs will be notified and confirmed by email and/or telephone.

If the owners of the first, second, or third place designs cannot be contacted by noon Central Daylight Time on August 15, 2024, for any reason, or if the prize is refused, alternate winner(s) will be selected on that date.

Sponsors and contest administrators

Marissa Shapiro, Communications Director, School of Medicine Basic Sciences;
marissa.shapiro@vanderbilt.edu

Jenny Schafer, CISR managing director, School of Medicine Basic Sciences,
jenny.c.schafer@vanderbilt.edu

Conditions

Vanderbilt is not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone, computer, hardware or software malfunctions of any kind, or inaccurate transmission of, or failure of Vanderbilt to receive entry information on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Vanderbilt is also not responsible for any injury or damage to entrant's or any other's computer related to or resulting from playing or downloading any materials from web site.

Vanderbilt reserves the right, in its sole discretion, to cancel contest in its entirety, if it becomes technically corrupted or because of non-authorized human intervention. In that event, Vanderbilt will select winner from all eligible entries prior to exercising its rights to suspend or cancel the contest and will post notification of cancellation on the School of Medicine Basic Sciences webpage. All entries become the property of Vanderbilt and will not be acknowledged or returned.

By entering, participants (a) agree to these official rules and the decisions of Vanderbilt and judges which shall be final in all respects without any right of appeal or review; (b) release Vanderbilt, its divisions, subsidiaries, affiliates, their respective directors, officers and employees from any and all liability for any injuries, losses or damages of any kind caused by their participation or resulting from acceptance, possession, use, or misuse of any prize; and (c) acknowledge that said parties 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 the prize including, but not limited to, its quality, except for the standard limited warranty provided with the prize. Noncompliance with the official rules will result in disqualification.

Winner / Rules

The name, photograph and other information pertaining to the winning recipient's relationship with Vanderbilt University ("Winner Information") may be used by Vanderbilt University for general publicity or promotion including, but not limited to, print material, in email messages, and may also be posted on Vanderbilt University social media accounts. The winning recipient

grants Vanderbilt University the unlimited worldwide right to use Winner Information without fee, royalty, charge or compensation in connection with the Contest.

Unless otherwise stated, any and all prizes are non-transferable nor exchangeable for cash; however, Vanderbilt University reserves the right to substitute a prize of comparable or greater value in the event of unavailability of the promised item. As a further condition of receiving the prize, prize recipients are required to provide a full and accurate IRS Form W-9, Request for Taxpayer Identification Number and Certification, upon request by Vanderbilt, in advance of the awarding of any prize.

The winning recipient shall be required, as a condition of receiving the prize, to agree to waive, release and hold the Vanderbilt harmless from any liability arising from any aspect of the use of the prize.

The winning recipient shall additionally be required, as a condition of receiving the prize, to authorize Vanderbilt University to use their submissions in marketing materials, and/or to sell the winning design on goods and apparel, with exclusive rights to sell goods and apparel bearing the design for six (6) months by executing the copyright license, below.

Vanderbilt University – Intellectual Property License

Summary

As a participant submitting an entry to the CISR Life Is Beautiful Image Contest (“Contest”), you agree that:

- You retain ownership of the materials submitted for use in the Contest, except to the extent such designs include Vanderbilt trademarks or branding;
- In exchange for the contest prize, you agree to license to Vanderbilt:
 - Exclusive rights to use your submission in the sale of goods and apparel for six (6) months;
 - Following the 6-month exclusivity period, the right to continue use of your design in perpetuity;
- You waive any claim to any moral rights and/or rights of publicity or privacy in your Submitted Materials; and
- You acknowledge that you possess the necessary intellectual property rights regarding your Submitted Material.

WHEREAS, _____ (“I”, “me”, or “you”) owns or controls the Submitted Design (as defined below) and wishes to grant to Vanderbilt University and any party it authorizes (collectively, “the University”) a license to the Submitted Material for use and sale as described herein.

NOW, THEREFORE, in consideration of the agreed upon contest prize, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

As used herein, “Submitted Material” shall include any, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, graphics, and any other content, produced in connection with my entry to the Contest.

I hereby grant the University, for use in connection with the sale of merchandise and apparel, a six-month exclusive right and license to reproduce, publicly perform, display, transmit, and distribute, including the right and license to translate, alter, modify, or create derivative works of the Submitted Material. In addition to the six-month exclusive license, I hereby grant the University a non-exclusive perpetual right and license to reproduce, publicly perform, display, transmit, and distribute, including the right and license to translate, alter, modify, or create derivative works of the Submitted Material for any purpose.

I further waive, to the extent permitted by applicable law, all rights of paternity, integrity, attribution, disclosure, withdrawal, and any other rights that may be known as “moral rights” with respect to the use of the Submitted Material. Such waiver shall include all rights under the Visual Artists Rights Act of 1990.

If any part or all of the Submitted Design is considered an educational record under the Family Educational Rights and Privacy Act of 1974, as amended, I consent to the disclosure of the Submitted Design by the University and any party it authorizes.

I represent that to the best of my knowledge, I have all necessary right and authority to grant the

rights herein granted with respect to the Submitted Material. I represent that I have obtained from all persons and entities who are, or whose trademark, copyright, or other property is identified, depicted or otherwise referred to in the Submitted Material, such written and signed licenses, permissions, waivers, and consents (collectively, "Permissions"), including those relating to publicity, privacy, and any intellectual property rights, without incurring any payment or other obligation to or otherwise violating any right of, any such person or entity. I acknowledge that any incorporation of University's name or trademarks in my Submitted Material does not grant me any rights or ownership to or over such name or trademarks.

I agree that a reproduction (in any form) of this authorization may be used in place of my originally executed authorization and that the reproduction shall have the same legal effect as my original authorization. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Tennessee. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Tennessee in each case located in the City of Nashville and County of Davidson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

I certify that I have read this license before voluntarily signing it and that I fully understand that I will be legally bound to its contents, meaning, and effect.

Signature: _____ Date: _____

Name: _____ Phone: _____

(Please Print)

Address: _____
