



## Students United in Keeping the Promise HIV/AIDS Awareness Poetry, PSA Treatment & Dramatic Arts Piece

### Competition Rules

#### HOW TO ENTER

This competition begins on **April 2, 2007** and ends **May 2, 2007**. The 6 finalists will be announced on **May 9, 2007**; and the winners will be announced on **May 18, 2007**. Entrants must complete and submit an application packet which can be obtained: **email request** – [hopeforouryouth@yahoo.com](mailto:hopeforouryouth@yahoo.com), **EOSA** – Ms. Valley Townes – Music Building or Ms Maya Gurantz – Dance Room, **Youth Uprising facility (8711 MacArthur Blvd. Oakland, CA 510.777.9909)** or **website** – [www.youthuprising.org](http://www.youthuprising.org) and received by **May 2, 2007** if handing in packet or **May 4, 2007** via US Postal Service. Please mail ALL submissions to: **SUKP Competition, ATTN: Selection Committee, PO Box 14582, Oakland, CA 94614** Sponsors assume no responsibility for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, or garbled or jumbled transmissions, or service provider/Internet/website/use, net accessibility or availability, traffic congestion or unauthorized human intervention. Sponsors reserve the right to terminate the competition in whole or in part by giving such notice, in any form and manner deemed appropriate by Sponsors.

#### ELIGIBILITY

This competition is open to legal residents of the United States (excluding Puerto Rico). The competition is reserved for students (grade 9 thru grade 12) enrolled in an accredited high school in Alameda County. Employees, and their immediate families (spouses, parents, children, siblings, and their respective spouses), including household members of WOW! Productions, Inc, J4L Foundation, Inc. and their respective affiliates, subsidiaries, divisions, advertising and promotion agencies are not eligible to enter. VOID IN PUERTO RICO, OUTSIDE OF THE UNITED STATES, AND WHERE PROHIBITED BY LAW. This competition is subject to all federal, state and local laws. By entering this competition, each entrant agrees to release and hold harmless the Sponsors and their respective parent companies, affiliates, subsidiaries, agencies, employees, officers, directors, representatives, and advertising and promotion agencies from any injury, loss, death, damage, action, claim, demand or other liability that may occur from entrant's participation in this competition or from the acceptance or use of any prize awarded, or attendance at any event. Sponsors reserve the right to verify eligibility qualifications of any winner. U.S. law governs this competition. By entering, entrants agree to be bound by these Official Rules.

#### CONDITIONS OF ENTRY

An eligible entry, as described above, must be received by May 4, 2007. Incomplete entries are void. By entering, entrants agree to comply with these Official Rules, including all eligibility requirements. Sponsors are not responsible or liable for lost, stolen, mutilated, incomplete, incorrect, delayed, late, interrupted, illegible or misdirected entries. Entries will not be returned.

## PRIZES

One (1) winner from each category will receive a prize indicative to their genre; Poetry- Laptop computer, PSA Treatment – Mini Camcorder and Dramatic Arts Piece – Portable DVD Player and the opportunity for their works to be used with the HFOY educational/prevention workshops, HFOY marketing, etc. at WOW/J4L's sole discretion. The winner may waive their right to receive the prize and an alternate winner will be selected from the entries received. No substitution or transfer of prizes permitted, except at the sole discretion of Sponsors. If a prize is unavailable, Sponsors reserve the right to substitute a prize of equal or greater value. All prizes will be awarded ten (10) business days after the announcement of winners pending the receipt of the Letter of Prize Acceptance by the Sponsors.

## DETERMINATION OF WINNER

Sponsors will select six (6) finalists (*2 in each category*) from among all eligible entries received by the deadline date May 2, 2007. The six (6) Finalists will be announced on or about May 9, 2007. **The winners will be announced on May 18, 2007.** The Selection Committee made up of prominent members of the African American creative and artistic community, African American leaders and HIV/AIDS experts will select the winners from the six (6) finalists. The selection process shall be conducted under the supervision of the Sponsors. Sponsors shall choose the winner based on their creativity to evoke a fresh and culturally unique angle on the issues in a way that resonates with the youth. Sponsors and the Selection Committee shall select the winners at their sole discretion.

## GENERAL CONDITIONS

All entrants are required to submit and return a Submission Agreement Affidavit along with their entries. The potential Winner will be required to sign and return a Letter of Prize Acceptance, Waiver of Liability, License Agreement and certain other documents required by Sponsors within five (5) days of notification or they will forfeit their prize and an alternate potential winner will be chosen. Where permitted by law, the Winner (except in the case of a minor) agrees to grant Sponsors and Sponsors' licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide, in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the Winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews as may be determined by Sponsors. Failure to make such appearances or grant such rights may result in disqualification with an alternate winner or potential winner selected; and while not obligated to do so, Sponsors may at their sole discretion, bear such reasonable costs and expenses which Sponsors, at their sole discretion, deem appropriate for winner or potential winner to appear for a presentation or other activity. Further, by accepting a prize, Winner agrees to release and hold harmless Sponsors, their parent, subsidiaries, licensees, affiliates, subsidiaries, advertising and promotion agencies, and their respective directors, officers, employees, representatives, and agents from any and all liability for any injuries, loss, or damage of any kind to person, including death, and property arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any competition-related activity, or participation in this competition. Odds of winning depend on the number of eligible entries received. In no event will sponsors, their parent, subsidiary, licensees, and or affiliates and related companies, their

sponsors, advertising or promotion agencies or their respective officers, directors, employees, representatives, and agents be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to or use of internet sites www.KMEL.com or the downloading from and/or printing of material downloaded from said site. Without limiting the foregoing, everything on this site is provided "as is " without warranty of any kind, either express, or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. Check your local laws for any restriction or limitations regarding these limitations or exclusions.

Sponsors reserve the right, at their sole discretion, to disqualify any individual they find, at their sole discretion, to be tampering with the entry process or the operation of the Competition or Website; to be in violation of the Terms of Service of the Sponsor's web site; to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

## **DISPUTES**

As a condition of participating in this Competition/Promotion, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Competition/Promotion, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the State of California having competent jurisdiction, which Court shall apply the laws of California without regards for doctrines of Conflict of Law. 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, nor consequential damages, or any other damages, including attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Competition/Promotion), and participant further waives all rights to have damages multiplied or increased.

## **WINNERS LIST**

For the name of the Winner, available after *June 1, 2007*, log on [www.myspace.com/wowproductionsinc](http://www.myspace.com/wowproductionsinc)

## **SPONSORS**

WOW! Productions, Inc., Alameda County Public Health Dept. Office of AIDS Administration, J4L Foundation

## **PARTNERS**

Youth Uprising, Cal-PEP, HPAC/EBAC, AIDS Project of the East Bay, Castlemont Community of Small Schools, East Bay School of Performing Arts, Children's Hospital (Youth Uprising Clinic)

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