

Blues Kids Drawing Submission Rules

Welcome to the Blues Kids Drawing Fan Wall Submission (the “**Submissions**”), sponsored by the St. Louis Blues (“**Sponsor**”). **PLEASE READ THESE SUBMISSION RULES CAREFULLY BEFORE ENTERING INTO THE SUBMISSION.**

THERE IS NO PURCHASE OR PAYMENT NECESSARY IN ORDER TO ENTER THE SUBMISSION. ANY PURCHASE OR PAYMENT OF ANY KIND THAT YOU MAKE WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED. SUBMISSIONS ARE SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS, AND IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

This Submission is powered by Wit Labs, Inc. (“**Wit**”) on behalf of Sponsor, and is accessible via the Wit website at witcontests.com, through a mobile device or computer (collectively, the “**Platform**”). For the avoidance of doubt, Wit provides the Platform for the Submission, but is not the sponsor for the Submission.

As a legal requirement for participating in this Submission as an entrant (“**Entrant**”), you (“**You**” or “**Participant**”) hereby agree to be bound by these Submission Rules (the “**Rules**”) which form a legal contract by and between You and Sponsor. **If You do not agree and consent to these Rules, please do not enter the Submission or use the Platform.** To participate in the Submission, You must agree to the Wit [Terms of Use](#). **By creating and using a Wit account, You are further required to read and agree to the Wit [Terms of Use](#).**

1. SUBMISSION.

- 1.1 Submission Description. If an Entrant, Participant agrees to prepare and submit certain photo, video, information, documents, audio, or other materials (“**Content**”) for evaluation in accordance with the Rules as described herein. After submission, Entrant may or may not be notified of the use of the submission (i.e. drawings, photos, etc.). Submissions received may or may not be utilized by the Blues for media pertaining to the March 19 game and other promotional ventures that follows not limited to social media, ticketing, and other media.
- 1.2 Submissions Period. **Submission Start Date:** March 2, 2023, 9 a.m. CT. **Submissions End Date:** March 13, 2023, 11:59 p.m. CT. The Submission will begin on the above Start Date, and will last through the above End Date (“**Submissions Period**”).
- 1.3 Rules. By participating in the Submission, Entrant unconditionally accepts and agrees to comply with and abide by these Rules, waives any right to claim ambiguity in the Rules or Submissions related advertising/materials and agrees that the decisions of Sponsor with respect to the Submissions.
- 1.4 Submissions Administration. Wit, on behalf of Sponsor, performs the collection, submission or processing of Entrant entry forms for the Submission (“**Entries**”) as well as the overall administration of the Submission. Entrant may contact Wit with any questions, comments or problems related to administration of the Submissions. Wit may be reached by email at team@witcontests.com during the Submission Period.

2. ELIGIBILITY.

- 2.1 Non-eligible Entities. Sponsor, and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies; and each of their respective officers, directors, employees, consultants and contractors (the “**Sponsor Entities**”), are ineligible to enter. “**Household Members**” means those people who share

the same residence as any Sponsor Entity for at least three (3) months during a given year. **"Immediate Family Members"** means parents, step-parents, legal guardians, children, step-children, siblings, step-siblings or spouses of any Sponsor Entity. Household Members and Immediate Family Members of any Sponsor Entities are also not eligible to enter or win the Submission.

- 2.2** Minor Participants. This Submission is subject to, and we comply with, all applicable laws relating to the collection of information from minors including the GDPR, CCPA, USA Children's Online Privacy Protection Act ("**COPPA**") and associated Federal Trade Commission ("**FTC**") rules. Persons under the age of 18 are not eligible to participate in this Submission without consent of a parent or guardian, and persons under the age of 13 are not eligible to participate in this Submission under any circumstances. We will immediately reject and delete any Entry received from a person under the age of 18 without consent of a parent or guardian. Participants are required to provide truthful information, and we will reject and delete any Entry that we discover to be false or fraudulent.
- 3. HOW TO ENTER. Entrants may enter the Submission during the Submissions Period online by visiting the Wit website and doing the following:**

 - 3.1** Upload your photo or video Content and successfully transmitting a completed online entry form as directed after visiting the Wit website at _____ (specified "**Submission Landing Page**") and wait for it to be approved. Your Content must be on topic for the Submission, and Sponsor has full discretion in determining whether or not that holds true for your Content. Upon approval by Sponsor, you will be entered into the Submission.
 - 3.2** Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete and/or inaccurate entries are void. All entries must include a valid email address for the Entrant.
 - 3.3** ONLY ORIGINAL CONTENT IS ELIGIBLE TO PARTICIPATE IN THE SUBMISSION. Each Entrant must be the original creator of his/her submitted Content, and Sponsor reserves the right to validate that originality.
- 4. No Automated Entries.** All automated or robotic Entries submitted by individuals or organizations will be disqualified. All Entries by Entrants must be made manually by such Entrants. All Entries must be submitted by the end of the Submission Period in order to participate. Wit's database clock will be the official timekeeper for this Submission.
- 5. Intellectual Property Ownership.** Participant hereby acknowledges and agrees that all Content submitted by Participant hereunder shall be deemed a 'work made for hire', as defined in the United States Copyright Act. Participant agrees that Sponsor shall be the exclusive owner of such Content and all rights therein. Sponsor's ownership includes without limitation the rights to: i) exhibit, broadcast, use, reproduce, distribute, perform and license others to use all or any part of the Content; ii) edit or modify the Content in any manner, or combine same with any other materials; and iii) use and license third parties to use the Content and/or any portion thereof in any manner of exploitation.
- 6. Privacy.** Personally identifiable information that is submitted by Entrant as part of this Submission will be used to administer the Submission. All entrants are aware that the data may be used and broadcasted on Blues media outlets. Participant hereby waives any claims that Participant may have or acquire against the Sponsor for libel, slander,

invasion of privacy, copyright or trademark violation, moral rights, right of publicity, rights of privacy, or false light arising out of or in connection with the Sponsor's or anyone else's use of the Content. Participant agrees that this waiver of privacy rights and constitutes a valid consent to uses of any Personally Identifiable Information ("PII") as may be required under applicable data protection laws. Any PII that you provide in participating in the Submission is subject to the privacy policies of the Sponsor and Wit. Please review the Sponsor privacy policy at [Blues Privacy Policy](#), and the Wit privacy policy at [Wit Privacy Policy](#). By entering the Submission, you grant Sponsor and Wit permission to share your email address and any other personally identifiable information with the other Submission partners for the purpose of administration. Participant hereby grants to Sponsor the non-exclusive, worldwide, perpetual, assignable, sublicensable and irrevocable right to include Participant's name, title, image, likeness, movements, voice, conversations, sounds and performances in connection with any use or publication of the Content by Sponsor.

7. Warranties. Entrant represents and warrants to Sponsor that Entrant has all the eligibility, rights and authority as required to enter into the Submission, and to grant the rights granted herein; ii) the Content does not infringe the rights of any third-party person or entity; and iii) no consent of any third-party person or entity is required for submission or release of the Content.
8. Indemnification. Participant (the "Indemnifying Party") shall indemnify Sponsor, Wit and their affiliates, owners, officers, directors, shareholders, agents and employees (the "Indemnified Party") from and against any and all losses, costs, damages, injuries, awards, judgments and liabilities, including but not limited to legal and professional fees, costs, and expenses ("Losses"), incurred by the Indemnified Party as a result of any claim, suit, proceeding or cause of action asserted against the Indemnified Party by a third party ("Claim") and shall defend the Indemnified Party against any such Claims arising from: i) any copyright, patent and/or trademark infringement, unlawful disclosure or use or misappropriation of a trade secret or other intellectual property right owing to the Indemnified Party's use of the Content submitted by such Indemnifying Party; or ii) any material breach of these Rules by the Indemnifying Party.
9. Limitation Of Liability. **IN NO EVENT SHALL SPONSOR OR WIT BE LIABLE TO ENTRANT FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SPONSOR OR WIT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Sponsor and Wit further assume no responsibility or liability for:**
 - 9.1 any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions;
 - 9.2 any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Submission;
 - 9.3 any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Submission;
 - 9.4 inaccessibility or unavailability of any network or wireless service, the Internet or website

- or any combination thereof;
- 9.5** suspended or discontinued Internet, wireless or landline phone service; or
- 9.6** any injury or damage to Entrant's or any other person's computer or mobile device while participating in the Submission or downloading of any materials in the Submission.
- 10. **DISCLAIMER.** If, for any reason, the Submission is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Submission, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Submission in whole or in part. In such event, Sponsor shall immediately suspend all drawings. Sponsor and Wit shall not have any liability to any Entrant in connection with a canceled Submission.**
- 11.** These Rules shall be governed by the laws of the State of Missouri, and the parties agree to personal jurisdiction and convenient forum therein. If any provision of these Rules is deemed unenforceable, such provision shall be severable and deemed null and void, and the remainder of the Rules shall remain in full force and effect. The failure of either party to insist upon the performance of any provision herein will not be construed as a waiver of such provision.
- 12. **CONTACT.** Sponsor: webmaster@stlblues.com. Wit: team@witcontests.com**