



## IOPP “48 HR Re-Pack” Student Design Competition

# RULES

By participating in the IOPP “48 HR Re-Pack” Student Design Competition (“Competition”), you unconditionally accept and agree to comply with and abide by these Rules and the decisions of the IOPP Southeastern Chapter (“Chapter”), whose decisions shall be final and binding and non-appealable in all respects. You are responsible for keeping your contact information, postal address, telephone number and email addresses updated with the Chapter. Any entries **made in violation of these Rules are void and will be disregarded, without notice.**

### Eligibility for Participation

Only eligible participants may enter the Competition. You must be at least 18 years of age to enter. Submission of a fully completed and signed Submission Agreement and Entry Form, entry design and accompanying materials in accordance with the Submission Agreement and these Rules constitutes an entry into the Competition. The Chapter reserves the right, in its sole and absolute discretion, to disqualify any entry that does not meet the eligibility requirements or tampers with the entry process. No responsibility is assumed by the Chapter for any inability of a potential entrant to successfully or timely enter or participate in the Competition.

### General Policy Regarding Submitted Ideas

By participating in the Competition or submitting any materials or designs, you expressly agree that all such disclosures are made by you on a non-confidential basis with no obligation or compensation to you. However, submitting your idea to the Chapter does not restrict you from submitting it to other companies.

### Protecting Your Ideas

Depending on the type of idea you have, you may want to keep proprietary rights in it. If so, you should consider protecting it through patents or copyrights before submitting it to the Chapter. To best understand whether you could obtain patent or copyright protection for your idea, you should consult with your own lawyer. Further, because disclosing your idea to the Chapter could affect or forever prevent you from obtain patent or other proprietary rights in your submissions, please submit your idea to the Chapter only after you have consulted with a lawyer and obtained the protection you feel is necessary.

### Possible Compensation to You

If any Member of the IOPP Southeastern Chapter is interested in using your idea and the idea is protected—or protectable—by a patent or copyright, such Members may negotiate with you for license or other rights. The Chapter takes no part in those negotiations and will not pay any compensation.



## Process for Reviewing Submissions

- Please read and acknowledge your acceptance of terms of the Submission Agreement by signing a hard copy of the Submission Agreement and include it in your zip file (electronic signatures are accepted).
- Complete the brief “Entry Form”, which provides information necessary for the Chapter to do an initial evaluation of your idea.
- Provide any additional documentation you feel is necessary to provide to us (design description, pictures, YouTube video)
- Once the Chapter receives the signed Submission Agreement and Entry Form, your idea will be reviewed by our panel of experts.
- The Chapter will present the results of its evaluation at the annual NEXTPACK Packaging Summit of the IOPP Southeastern Chapter in spring of each year.
- Personal interviews are not necessary in most cases, but if an interview becomes necessary, it will most likely take place by phone.

## Deadlines for Submissions

Qualifying entrants will receive an e-mail to the address listed during the registration process by 7:00 p.m. (Eastern Standard Time) on Friday, April 12th, 2019. All submissions must be received by no later than 7:00 p.m. (Eastern Standard Time) on Sunday, April 14th, 2019. Acceptance of untimely submissions shall be in the sole and absolute discretion of the Chapter, whose decision shall be final, binding and non-appealable in all respects.

## Prizes to be awarded

Three (3) winning entries (“Winners”) will be selected from all qualifying, eligible and timely received entries. Financial awards will be given to the Winners as follows:

- 1<sup>st</sup> place - \$3,000
- 2<sup>nd</sup> place - \$2,000
- 3<sup>rd</sup> place - \$1,000

The selection and announcement of each Winner will be conducted by the Chapter, and the Chapter’s decisions shall be final, binding and non-appealable in all respects. The Winners are subject to verification by the Chapter in its sole and absolute discretion.

The Winners will receive the prizes on the terms and conditions set forth in these Rules. No substitution of the prizes is offered. The Winners are responsible for payment of all applicable federal, state, and local fees, taxes, costs and charges associated with the prizes.

## Disqualification

Failure by any participant to comply with these Rules may result in disqualification. The Chapter assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Entries are subject to verification and will be declared invalid if they are illegible, incomplete, mechanically reproduced, mutilated, forged, falsified,



altered, or tampered with in any way. The Chapter has the right in its sole and absolute discretion to disqualify any participant it finds to be: (a) tampering or attempting to tamper with the entry process or the operation of the Competition; (b) violating these Rules; (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass the Chapter, any sponsors; or (d) misrepresenting himself or herself, or position, or college or university status.

### **Release of the Chapter, Board Members, Members and Volunteers**

All entrants, as a condition of participation in the Competition, agree to unconditionally and irrevocably forever release, discharge and hold harmless the Chapter, its members, the Competition's sponsors and all employees, volunteers, agents and others involved in the Chapter or the implementation, administration, or fulfillment of the Competition ("Released Parties") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) submitting an entry or otherwise participating in any aspect of the Competition, (b) the receipt, ownership, use or misuse of the prizes, and/or (c) any typographical or other error in these Rules or the announcement of offering of the prizes. The Released Parties shall not be responsible or liable to the Winners or any entrants or participants in the Competition for any of the foregoing.

NOTWITHSTANDING ANY PROVISION OF THESE RULES TO THE CONTRARY AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UNDER NO CIRCUMSTANCES SHALL THE CHAPTER'S LIABILITY TO ENTRANTS EXCEED \$1.00, UNLESS THE ENTRANT IS THE WINNING ENTRY, IN WHICH CASE SUCH LIABILITY SHALL NOT EXCEED THE ACTUAL VALUE OF THE PRIZE STATED ABOVE.

IN NO EVENT SHALL THE CHAPTER BE LIABLE TO ANY ENTRANT OR THE WINNER FOR ANY DAMAGES SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. THE CHAPTER'S SOLE AND EXCLUSIVE OBLIGATION UNDER THESE RULES IS TO SELECT THREE WINNERS FROM THE ENTRANTS AND DELIVER THE PRIZES TO THOSE WINNERS IN ACCORDANCE WITH THESE RULES. EACH OF THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY EVEN IF THE CHAPTER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

### **Publicity**

Except where prohibited by law, the Winners hereby grant to the Chapter, its members and the Competition's sponsors ("Promoting Parties") the irrevocable, unconditional, royalty-free and worldwide right and license to print, publish, broadcast and use in any media whether now known or hereinafter devised, including without limitation the use in print, on displays or signage or on television, radio, Internet or online at any websites owned, controlled and/or operated by the such parties such Winner's name, address, voice, statement, picture, video recording or other likeness, submissions and designs, without compensation, for any and all



public relations, advertising and promotional purposes as may be determined by the Promoting Parties.

## **Disputes**

As a condition of participating in this Competition, all entrants, participants and the Winners agree that any and all disputes will be resolved between the parties, there will be no legal action and therefore never go to court.

## **Rule Application and Interpretation**

These Rules, the Entry Form and the Submission Agreement constitute the entire understanding and agreement governing the Competition. No other documents, statements, representations or understandings shall constitute a part of these Rules. The failure of the Chapter in exercising any of its rights hereunder, including, without limitation, any rights with respect enforcing any term of these Rules, shall in no way operate as a waiver of such rights or prevent the assertion of such rights in the future. No Rule shall be deemed to have been waived by any action or inaction of the Chapter unless an express waiver is set forth in writing by the Chapter. Any such permissible waiver shall not constitute a waiver of any other Rule or of the application of the waived Rule in the future or to other circumstances. Whenever possible, each provision of these Rules shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of any Rule or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of these Rules. All Rule headings are for convenience of reference only, do not form a part of the Rules and shall not affect in any way the meaning or interpretation of these Rules. When the context requires, defined terms used herein, regardless of the number used, shall be deemed and construed to include any other number, singular or plural.