

**FAIR TRADE USA “BACK-TO-SCHOOL” ESSAY CONTEST**  
**Contest Rules & Regulations**

OPEN ONLY TO STUDENTS WHO RESIDE IN CALIFORNIA AND ARE ENROLLED IN GRADES 6 THROUGH 12 FOR THE 2020-2021 SCHOOL YEAR AT SCHOOLS IN THE OAKLAND UNIFIED SCHOOL DISTRICT. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

1. **SPONSOR.** Fair Trade USA, located at 1901 Harrison Street, Suite 1700, Oakland, CA 94612, is the sponsor (“Sponsor”) of the Fair Trade USA “Back-to-School” Essay Contest (the “Contest”).
2. **CONTEST DESCRIPTION.** In the time of the COVID-19 pandemic, Sponsor’s mission is now more important than ever as COVID-19 has disrupted any form of normalcy in our everyday lives. Globally, education has been impacted in complex ways. Fair Trade USA is sponsoring this “Back-to-School” Essay Contest with prizes provided by Williams-Sonoma, Inc., through its brand, Pottery Barn Teen (“WSI”) and administrative assistance from the Oakland Unified School District (“OUSD”). High School and Middle School students can enter for a chance to win one (1) of six (6) \$500 Pottery Barn Teen Gift Cards to create a comfortable at-home learning space. The Contest will be divided into two (2) divisions: (i) a Middle School division for students enrolled in 6<sup>th</sup>, 7<sup>th</sup>, or 8<sup>th</sup> grade (“Middle School Division”), and (ii) a High School division for students enrolled in 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> grade (“High School Division”). Three (3) prizes will be awarded to winners in the High School Division, and three (3) prizes will be awarded to winners in the Middle School Division. The entry period for Contestants to submit their essay for consideration will start at 12:00 pm (noon) PDT on Thursday, August 13<sup>th</sup>, 2020, and will end at 11:59 pm PDT on Friday, September 18<sup>th</sup>, 2020.
3. **ELIGIBILITY.** The Contest is open only to students who reside in California and who attend school in the Oakland Unified School District, are enrolled in the 6<sup>th</sup> through 12<sup>th</sup> grade (i.e., entering one of those grades when the Contest begins) for the 2020-2021 school year, and submit a qualifying essay (“Essay”). Employees, officers, and directors of Sponsor, WSI, OUSD, their respective advertising and promotional agencies, and their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, manufacturers, licensees or agents, and the immediate family members of, and those living in the same household of each, are not eligible to participate in this Contest. This Contest is subject to all applicable federal, state, and local laws and regulations. Each contestant’s eligibility is expressly conditioned on his or her acceptance of these Contest Rules and the representations contained herein.
4. **HOW TO ENTER.** To submit an entry, eligible entrants must complete the online Entry Form at [FTUSA Contest Link](#).
5. **ENTRY & ESSAY GUIDELINES.**
  - i. *Entry.* Each contestant can enter the Contest only once. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected entries, all

of which are void. Multiple contestants are not permitted to enter the same Essay. Contestants must submit their own Essay; contestants may not submit an Essay that is not their original work.

- ii. *Essay*. To be eligible to win:
  - i. Write a summary report defining the fair-trade mission and why it matters now more than ever due to the COVID-19 pandemic. Fully define what fair-trade means, and why it is a meaningful solution for the families of farmers, fishermen and workers that participate in the program.;
  - ii. Submissions must be between 300 and 500 words max.
  - iii. Submissions must be solely the work of the student entering the contest; plagiarized Essays will not be considered.

Additionally, the Essay must not contain material that:

- i. Infringes or otherwise violates another person's rights, including but not limited to privacy, publicity, copyright, or other intellectual property rights; or
- ii. Promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

6. **RIGHTS**. By submitting an Essay, you and your parent or guardian (if you are under age 18) will grant the Sponsor, Pottery Barn Teen (WSI), and OUSD an unlimited, perpetual, unconditional, non-exclusive right and license to edit, use or reuse your Essay for any purpose without limitation or compensation to you or anyone named in the Essay. These rights will include posting your Essay on a web page featuring winners of the Contest and in other media such as (but not limited to) digital content, video clips, print content, social media content, etc. Because the foregoing permission is non-exclusive, you retain your rights to use the Essay for your own purposes. All winners and their parent or guardian (if the winner is under age 18) must sign an Affidavit of Eligibility and Release concerning his or her eligibility to participate and the use of his or her Essay, appearance, name, voice, image, and likeness before, during and after the Contest. You and your parent or guardian (if you are under age 18) agree to sign all legal forms deemed necessary by Sponsor, Pottery Barn, and OUSD to establish their respective rights and licenses in and to the Essay. By entering the Contest, you and your parent or guardian (if you are under age 18) acknowledge that neither Sponsor, Pottery Barn, nor OUSD has any obligation to use or post your Essay.
7. **JUDGING**. All eligible submissions will be judged by three members of the Fair Trade USA Marketing and Campaigns Team (“Judges”). The Judges will choose three (3) eligible winners from the High School Division and three (3) eligible winners from the Middle School Division. Submissions from the High School Division and the Middle School Division will not be judged together. The Judges will evaluate the submissions based on:
  - i. **Effectiveness** in communicating ideas and fully addressing the requirements of the contest;
  - ii. **Accurate** research and analytical thinking;
  - iii. **Creativity** and originality in the content selection and presentation.

There will be (1) round of judging. The decisions of the Judges are final on all matters relating to this Contest.

8. **PRIZES.** Six (6) winners will have their Essays chosen to win a \$500 Pottery Barn Teen Gift Card to create a comfortable at-home learning space. The total combined retail value of all six (6) potential prizes to be awarded is \$3,000. Three (3) prizes will be awarded to winners in the High School Division, and three (3) prizes will be awarded to winners in the Middle School Division. If a potential winner cannot accept prize as stated, the prize may be forfeited in its entirety and awarded to an alternate winner within the same division.
9. **RELEASE.** By participating, all contestants and their parents and guardians hereby waive and release, and agree to hold harmless the Sponsor, its promotion and advertising agencies, and their respective parents, subsidiaries, affiliates, distributors, officers, directors, employees, representatives and agents, from any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, and damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the prize in the Contest or their participation in the Contest.
10. **GENERAL RULES.** Winners will be notified in writing by email on or about October 9<sup>th</sup>, 2020. All winners will have 72 hours to respond and return a completed Affidavit of Eligibility and Release. If the winners do not respond within the allotted 72 hours, alternate winners may be chosen. No substitution or transfer of prize by winners permitted. Prizes may not be redeemed for cash. Sponsor reserves the right to substitute prize of equal or greater value. Any and all federal, state and local taxes are the sole responsibility of the winners. Contestant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of any prize. By participating in this Contest, contestant agrees to be bound by these Contest Rules and the judges' decisions, which are final. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the terms and conditions of these Contest Rules, the Contest Rules shall prevail, govern and control. Sponsor is not responsible for any typographical or other error in the printing of the offer, in the administration of the Contest or in the announcement of the prize. In no event will more than the stated number of prizes be awarded. OUSD will distribute the prize to each winner (or the winner's parent or guardian, if the winner is under 18 years old).
11. **GOVERNING LAW.** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF CONTESTANT IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD FOR CONFLICTS OF LAW DOCTRINE OF ANY JURISDICTION. Except where prohibited, contestant agrees that:

- i. any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association then effective; and
- ii. 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 in no event attorneys' fees; and
- iii. under no circumstances will contestant be permitted to obtain awards for and contestant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages (other than for actual out-of-pocket expenses), and any and all rights to have damages multiplied or otherwise increased.

12. **WINNERS.** A list of Contest winners may be obtained by submitting a request in writing to: FAIR TRADE USA "BACK-TO-SCHOOL" Essay Contest, Fair Trade USA, 1901 Harrison Street, Suite 1700, Oakland, CA 94612. Winners are responsible for providing accurate and necessary contact information to the Sponsor in order to receive their prize.

13. **OTHER RESERVATIONS OF RIGHTS.** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest (or portion thereof), as determined by Sponsor in its sole discretion, and to limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest; to be acting in violation of these Contest Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, in its sole discretion, to disqualify any entry at any time in the event it is determined that the contestant has not complied with these Official Contest Rules. Sponsor assumes no responsibility for electronic hardware, programming or software malfunctions or failures, or line connections, accessibility or availability, or technical failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any entry or other information, or for the failure to capture any such information. Sponsor is not responsible for:

- i. any incorrect or inaccurate information, whether caused by contestants or by any of the equipment or programming associated with or utilized in the Contest;
- ii. technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software;
- iii. unauthorized human intervention in any part of the entry process or the Contest;

- iv. technical or human error which may occur in the administration of the Contest or the processing of entries; or
- v. any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from contestant's participation in the Contest or receipt or use or misuse of any prize.

Further, if, for any reason, the Contest is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest at any time without explanation.