

## Caregivers Essay Contest Complete Rules

**Karen Ann Quinlan Hospice and United Way of Northern New Jersey *Caregivers Coalition* would like to ask family caregivers (defined as anyone who provides physical and/or emotional care for an ill or disabled loved one at home) to tell us about their personal experiences. Essays are 500 words or less.**

**We want to know what you've learned in order to give a growing community of family caregivers the opportunity to learn from your experiences. We wanted to know: What have you learned? What's your life like? What advice do you have for new caregivers?**

**In exchange, we are offering Visa® Gift Cards to the top three entries, as decided by our judges. November is National Hospice and Family Caregivers Month.**

### Caregivers Essay Contest

Sponsored and administered by Karen Ann Quinlan Hospice and United Way of Northern New Jersey *Caregivers Coalition*. (Sponsors)

#### OFFICIAL RULES

##### Eligibility

NO PURCHASE NECESSARY. This contest is open to legal residents of the United States, including its territories and possessions, who are at least 18 years old. Employees of Karen Ann Quinlan Hospice and United Way of Northern New Jersey and/or its parent, affiliates, subsidiaries and advertising and promotion agencies involved in the Contest, and their immediate family members and/or those living in the same household of each are not eligible to enter. This Contest is VOID WHERE PROHIBITED.

##### Submission Process and Deadline

Participants must submit a written essay of no more than five hundred (500) words expressing the participant's greatest challenges and rewards while caring for a loved one. Each submission must be the participant's own, original work.

Each submission must include the participant's full name and contact information including mailing address and telephone number.

The Contest begins on October 15, 2016 at 12:00 am EST and each submission must be received by Sponsors no later than 12:00 am EST, November 30, 2016. Only one submission is permitted per participant. Submissions must be received by Sponsors either (i) via the Internet form, which can be found at [www.KarenAnnQuinlanHospice.org/caregiver](http://www.KarenAnnQuinlanHospice.org/caregiver), or (ii) via hard copy mailed to Karen Ann Quinlan Hospice, Attn: Caregiver Stories, 99 Sparta Avenue, Newton, NJ 07860 and sent via regular mail. Each submission must be typewritten. If submission is made using the Internet form, participants may type their submission directly into a text box or cut and paste their submission into the text box. If sent by regular mail, participant is responsible for affixing proper postage. No other means of submission are acceptable.

### Selection Criteria

Contest submission will be judged using the following criteria: (i) creativity and originality, (ii) expressiveness, (iii) relevancy of response to topic, (iv) clarity of message, and (v) style. The panel of judges will be selected by the Sponsors. One (1) Grand Prize Winner and two (2) runners-up will be selected on December 5, 2016. The winners will be notified by Sponsors.

### Release

By participating in the Contest, each participant and winner waives and releases any and all claims of liability against the Sponsors, its parent, affiliates, officers, directors, members, employees, agents and representatives (collectively the "Contest Entities") for any injury or loss whatsoever which may occur from the conduct of, or participation in, the Contest, or from the award, receipt and/or use or misuse of any prize, including any travel related thereto.

By accepting a prize, winners must agree to the prize conditions on participation and must agree that: (i) all decisions of the Contest judges are final and binding; and (ii) to release the Contest Entities from any and all claims in connection with the Contest and the award or use of the prizes. The Contest Entities, individually or collectively, are not responsible or liable to any participant or winner or any person claiming through such participant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' sole control.

### Facebook

This contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

By participating in the Contest, each participant and winner waives and releases any and all claims of liability against Facebook for any injury or loss whatsoever which may occur from the conduct of, or participation in, the Contest, or from the award, receipt and/or use or misuse of any prize, including any travel related thereto.

### Use of Personal Information/Intellectual Property

By participating, where allowed by law, the winners grant the Sponsors the irrevocable permission, in perpetuity, to use their respective names, likenesses, photographs and cities and states of residence in connection with (i) announcement of winner(s), (ii) online and offline marketing purposes, and (iii) in conjunction with the publication of any submissions. Further, participants waive any claims to royalties or remuneration of any kind for such use.

Participants agree that the Sponsors has the right to exercise, and to permit others to

exercise, all intellectual property rights, in perpetuity, including, but not limited to, copyright, relating to the submission, including the worldwide rights to reproduce, make, use, publish, promote, and publicly display the submission individually and as part of a compilation or collective work, in all forms and media (print, electronic and other) now known or hereafter developed. The Sponsors has the right to publish and present the submission in such manner and for such purposes as it deems appropriate, including the right to manipulate, crop, rearrange, recompose, edit and/or otherwise alter the submission, and to publish and present the submission in combination with the Sponsors's name and with other works, names and materials. In granting the Sponsors these rights, the participant knowingly, voluntarily and irrevocably waives all rights in his or her submission arising under Section 106A of the U.S. Copyright Act (17 U.S.C. § 106A) and all "moral rights" in the submission arising under any applicable law of any jurisdiction. The participant acknowledges and agrees that no royalties or payments of any kind are payable or will be payable on the part of Sponsors for the rights granted herein.

#### Representations and Warranties/Protected Health Information/Indemnification

Each participant represents and warrants that the submission (i) is an original work written by participant, (ii) does not infringe upon the intellectual property rights of any other individual or entity, (iii) does not violate any individual's right of privacy and/or publicity, and (iv) does not violate any law, whether statutory or otherwise, whether local, state, federal or international.

To the extent the protected health information of an individual may be discernible in a submission, the participant represents and warrants that such participant has obtained the proper, written consent of such individual for participant's use of such information and participant is able to, and shall, provide Sponsors with such written consent upon Sponsors' demand.

Participant agrees to release and hold Contest Entities harmless from any and all liability, claims or actions of any kind whatsoever, which may result from the participant's breach of any of the aforementioned representations and warranties (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the participant's rights of publicity or privacy, or the participant's claim that he/she has somehow been defamed or portrayed in a false light). Participant agrees to fully indemnify Contest Entities for any claims, damages, losses, settlements, costs and expenses, including attorney's fees, incurred by Contest Entities as a result of any actions or claims brought by a third party against Contest Entities as a result of any breach or alleged breach of the aforementioned representations and warranties by participant.

By participating, participants agree to be bound by these official rules and waive any right to claim ambiguity in the Contest or these official rules. Winners and participants also agree to release, discharge, indemnify and hold harmless the Contest Entities from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest.

Governing Law/Jurisdiction, Limitation of Liability

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS OR CONTEST ENTITIES IN CONNECTION WITH THIS CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER JURISDICTION'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN. EACH PERSON WHO PARTICIPATES IN THIS CONTEST AGREES THAT THE UNITED STATES AND THE COURTS LOCATED IN BROWARD COUNTY, FLORIDA SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION OVER ANY SUIT OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THESE OFFICIAL CONTEST RULES OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS OR CONTEST ENTITIES IN CONNECTION WITH THIS CONTEST AND EACH HEREBY WAIVES ANY CLAIM THAT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF SAID COURTS OR THAT ANY SUCH SUIT OR OTHER PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR IMPROPER VENUE.

AS A CONDITION OF PARTICIPATING IN THE CONTEST, PARTICIPANTS AGREE: (A) UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, EXCLUDING ATTORNEYS' FEES AND COURT COSTS; AND (B) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. PARTICIPATION IN THE CONTEST CONSTITUTES PARTICIPANT'S FULL AND UNCONDITIONAL AGREEMENT TO, AND ACCEPTANCE OF, THESE OFFICIAL RULES.