

Official November 2021 Design Challenge Rules

Full Terms and Conditions:

No Purchase Necessary

- 1. Sponsor.** The Spoonflower Design Challenge (“Promotion”), presented by Spoonflower (or “Sponsor”), 3871 S. Alston Avenue, Durham, NC, 27713.
- 2. Eligibility.** Promotion is open only to persons who are 18 years of age or older on or before the entry deadline for each design challenge. In order to submit a design to the contest, each participant (referred to as “Participant”, “entrant”, and “you”) must also be a registered member of Spoonflower at the time of entry. To become a registered member of the Spoonflower website, individuals create an account, and agree to the Spoonflower website’s Terms of Service, set forth at <http://www.spoonflower.com/terms> (“Terms of Service”). Proof of age may be required. There is no fee or charge to become a registered member. Employees, officers, directors and representatives of Spoonflower, and immediate family members (spouse and parents, siblings and children and their spouses) and persons living in the same households of the above are ineligible to participate. Spoonflower employees, officers, directors and representatives are not eligible to participate in the Weekly Design Challenges. In order to participate you must be able to demonstrate to the satisfaction of the Sponsors that you do not have any current contract for fabric design or any contractual arrangement that would prohibit you from fully participating in this contest or subsequent contracts that may be requested by Spoonflower for merchandising and distribution of your designs on textiles.
- 3. Territories.** The competition and its rules are void where prohibited by law. This Promotion is open to residents of any country, with the exception of residents of Iran, North Korea, Sudan, Myanmar/Burma, Syria, and/or any other U.S. sanctioned country, and is void where prohibited by law.
- 4. Timeline.** The Promotion submission and voting timeline is summarized below. **Public voting will determine the top 50 designs and these popularly-voted top 50 designs for each sub-theme will be announced according to the timeline below:**

Summary of contest timeline:

- The Promotion submission period **begins** at 10:00 AM Eastern Time (“ET”) on Friday, **October 1, 2021.**

Theme	Open for Entries	Closed for Entries (Tuesday @ 3PM ET)	Open For Voting (Thursday)	Closed for Voting (Tuesday @ 3PM ET)	Results Announced (Thursday)
Petal Solids Coordinates: Cozy	10/1	10/26	10/28	11/2	11/4
Quirky Amphibians	10/1	11/2	11/4	11/9	11/11
Kitsch Valentine	10/1	11/9	11/11	11/16	11/18
Victorian Greenhouse	10/1	11/16	11/18	11/30	12/2

5. Selection of Winners. The top 50 entries (“Winners”) will be determined based on the highest number of qualified votes received by the entries during the Voting Period for all sub-themes. The 1st place Winner will be determined by the popular vote. Each of the remaining Winners will be selected as follows: the nine remaining Winners receiving the next-highest number of qualified votes during the Voting Period will each receive 2nd through 10th place; Each of the remaining Winners will receive the Runner-Up Prize.

6. How to enter a design in the competition. No purchase is necessary to enter or win. You must be a registered member of Spoonflower in order to enter a design submission for the Promotion. To register and to enter, visit www.spoonflower.com, fully complete all required fields on the online registration form as presented, and submit the online registration form. Once you are registered, or if you are already registered, upload and enter your design per the instructions below. There is no fee to register or to enter or to become a registered member of Spoonflower. The contest is limited to one (1) original design submission per person per sub-theme. The design themes for submissions are:

Sub-theme 1: **Petal Solids Coordinates: Cozy**

Sub-theme 2: **Quirky Amphibians**

Sub-theme 3: **Kitsch Valentine**

Sub-theme 4: **Victorian Greenhouse**

Public designs entered in previous Spoonflower contests or public designs previously uploaded to Spoonflower will be disqualified and deemed ineligible to be selected. To enter a contest from a Spoonflower account:

- a. Log in to Spoonflower. If you don't have an account, create one.
- b. Once logged into your account, you may upload the design you wish to enter into the challenge.
- c. **Upload a design in JPG, PNG, or TIF formats. Artwork should be sized at a minimum of 150 dpi. Your Spoonflower preview will be viewed in a fat quarter size (21" x 18") unless otherwise noted. Once uploaded, you can use the fabric design page to edit the repeat style of your fabric design. Please proof the size and layout of your design carefully. Entries will be submitted at the fat quarter size (21" x 18"), on the voting ballot. Please do not choose the 'centered' layout option.**
- d. Pull down the Action menu over the design you wish to enter in the contest, and select one of the following sub-themes under the heading Enter in Contest:

Sub-theme 1: **Petal Solids Coordinates: Cozy**

Sub-theme 2: **Quirky Amphibians**

Sub-theme 3: **Kitsch Valentine**

Sub-theme 4: **Victorian Greenhouse**

e. Choose the layout option for your design, then click the button that reads "Enter in Contest". If you wish to change the size/dpi of your design or its repeat style, you can do so using the edit option on this page.

f. If you decide to enter a different design or make changes, you can withdraw a design by following the same steps, then entering a new design.

g. You can have only one design active in the contest at a time. Once the entry period closes, we will 'freeze' the submitted designs.

H. All design entries must be submitted as a new design and cannot replace an existing design you have previously uploaded.

7. Ownership Of Submitted Designs. All design submissions will be subject to the Spoonflower's [Terms of Service](http://www.spoonflower.com/terms) (<http://www.spoonflower.com/terms>) and the additional terms set forth in these Terms and Conditions. Each entrant must be the rightful owner or have authorized use of the email account associated with the email address used to create the Spoonflower account. Limit one (1) person per email address and one Spoonflower account per person. If more than one entry is generated by an individual, additional entries will be disqualified and ineligible for the Promotion. Entries and registration submissions that are inappropriate in Spoonflower's sole discretion (including, but not limited to, entries that are vulgar, promote hate, are sexually explicit or make unauthorized use of another's creations, image, likeness or trademarks) or in any way out of compliance with these Official Rules will be disqualified. All entries remain the property of the individual entrants (subject to Spoonflower's Terms of Use) unless a subsequent written agreement specifies otherwise. Design submissions will be accepted only through Spoonflower.com. Submissions by email, mail, on CD or through any other means will not be included for consideration. Designs submitted for voting must be public, but need not be available for sale. Setting your design back to private once you have entered it into the challenge will automatically remove your design from the challenge. By entering the Promotion, you represent and warrant that the design you submit is your own original work, has not been previously published to Spoonflower.com, and does not contain any trademarks, logos, copyrighted material, or any other intellectual property belonging to any third party. You agree to sign any necessary documentation that may be required by Spoonflower to certify the use of the rights you granted above. You acknowledge that Spoonflower reserves the right to decline to use the design for any reason. You understand that you will not receive any compensation or credit for use of your design, other than what is described in these Official Rules. If the Sponsors determine in their sole discretion that an entrant has materially breached a representation or warranty at any time during the Competition, then the entry submitted by that entrant will be disqualified.

8. Expectations of Entrants. Participants grant the Sponsors the right to use your name, image and/or likeness, and any biographical information that you provide to us, in connection with the Promotion or your design, in all media (now known or later developed), in any manner, throughout the world, in perpetuity, to publicize the Promotion on Spoonflower.

9. Ownership of winning design. The winning designers will retain rights to the fabric designs for other purposes, and the designs can remain for sale in the Spoonflower Marketplace.

Entrants are free to delete designs they have uploaded to Spoonflower at any time.

10. Expectations of Voters. Voting will be open to everyone via the contest page on Spoonflower.com. Votes by phone, email, or mail will not be accepted. Online voting will be restricted to one vote per person. Multiple designs may be selected for voting. Duplicate votes or votes for which Entrants have offered some incentive or compensation, such as a vote for trade of goods, even if they are free, as determined by IP address and other fraud-detection tools, will not be counted.

11. Similar Ideas. Each Entrant understands and acknowledges that: i) the Competition Entities have wide access to ideas, images, artistic works and other creative materials, and those new ideas are constantly being submitted to thereto and/or being developed by other individuals; ii) many designs or images may be competitive with, similar to, or identical to content in the Entry and/or each other in style, concept, rendering, or other respects; iii) Entrants will not be entitled to any compensation as a result of the Sponsors' use of any such similar or identical material that has been or may be received by any of the Competition Entities from other sources. Except where prohibited by law, each Entrant acknowledges and agrees that the Released Parties do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Entrant's copyright in and to the Entries. Finally, each Entrant acknowledges that, with respect to any claim by an Entrant relating to or arising out of any Competition Entities' actual or alleged exploitation or use of any Entry or other material submitted in connection with the Competition, the damage, if any, caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on, the Entry, and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

12. Prize.

- a. **The 1st place winner for all sub-themes will receive \$200 in Spoonflower credit. Winner will also receive additional exposure in our email newsletters and social media mentions, the extent of which shall be in Spoonflower's sole discretion.**
- b. **The 2nd place winner will receive \$100 in Spoonflower credit.**
- c. **The 3rd place winner will receive \$50 in Spoonflower credit.**
- d. **The 4th through 10th place winners will receive \$20 in Spoonflower credit.**
- e. **Each of the top 50 entries, determined as set forth above, not receiving one of the foregoing prizes will be automatically proofed and made available for sale in the Spoonflower Marketplace (approximately a \$5 value) (the "Runner Up Prize") if Winners are verified sellers.**

All decisions by the Sponsor as to eligibility of voters, votes, or submitted designs are final. All prize elements are subject to the contract signed between the winner and Spoonflower. Other expenses are not included and are winner's sole responsibility unless indicated herein as being awarded. No transfer, assignment, substitution or cash equivalent of any prize element will be permitted. Winner agrees and acknowledges that the Sponsor may share his/her name, address and other contact information with one or more third parties in connection with the awarding and/or delivery of the prize.

All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. The winner will receive a Form 1099-MISC from Spoonflower, Inc. on any winnings totaling over \$600 in a calendar year. The recipient will also be required to provide Spoonflower with a completed Form W-9, which includes a social security or business identification number, to be used for issuing a 1099 for tax purposes, as well as signing a prize acceptance form.

Non US Citizens may be subject to additional tax rules depending on circumstances and treaty status and benefits. Non US Citizens will be required to provide Spoonflower with a completed Form W-8BEN/W-8BEN-E. Where applicable, taxable income will be reported on Form 1042S and may be subject to 30% withholding.

13. Contact. If you have any questions, please drop us a line [here](#), or email help@spoonflower.com. The selected finalists and winner will be notified by email (via the current email address associated with selected winner's Spoonflower account) according to the contest timeline above. The Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. In the Sponsor's sole discretion, a selected winner may be required to forfeit his/her prize and an alternate winner may be selected in accordance with these Official Rules from among the remaining eligible entries if such selected winner: (i) is unreachable or winner notification is returned as undeliverable; (ii) declines or cannot accept, receive or use the prize for any reason; or (iii) fails to comply with these Official Rules. A forfeited prize may not be awarded.

14. General Conditions. By participating in this Promotion, each entrant agrees to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all respects and cannot be appealed. By entering, each entrant agrees and acknowledges that the Sponsor, and each of their respective parent companies, affiliates, divisions, subsidiaries, franchisees and advertising and marketing agencies, and each of their respective employees, officers, shareholders, directors, representatives and agents (collectively, "Released Parties") are not responsible for and shall not be liable for: (i) late, lost, delayed, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries; (ii) telephone system, facsimile, technical or computer malfunctions, lost connections or transmissions, disconnections or other errors of any kind whether mechanical, human, electronic or otherwise relating to or in connection with the Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion or the processing of entries; (iii) data

corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses, costs, expenses or damages to person or property of any kind caused, in whole or part, directly or indirectly, by the prize or resulting from redemption, acceptance, possession, loss or use or misuse of any prize or from participating in the Promotion or any Promotion related activity; (v) inability to participate in the Promotion; or (vi) any printing, typographical, human, administrative or technological errors in any material associated with the Promotion. No more than the number of prizes stated in these Official Rules will be awarded. The Sponsor reserves the right, in their sole discretion, to modify, cancel or suspend this Promotion (or any portion of the Promotion) should an error or a virus, bug, computer problem or other cause or problem corrupt or inhibit the administration, security or proper operation of the Promotion and, in such situation, to select the winner from the remaining eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sponsor in their sole discretion. In the event that Promotion is modified, cancelled or suspended, notification of such event will be posted at <http://www.spoonflower.com/design-challenge>. The Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in their sole discretion, the Sponsor determines an entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other entrant or any representative of the Sponsor. Any attempt by a person to deliberately damage any website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent of the law. The Sponsors has not made and/or is not responsible for any misrepresentation or guaranty, express or implied, in fact or in law, relative to the prizes.

15. Right of Publicity. In addition to the license granted in Spoonflower's Terms of Use, each entrant agrees and grants to the Sponsor and any of their designees the right to, without any limitation or further compensation, use his or her name, voice, image, biographical data and/or likeness in any and all media now known or hereinafter devised, throughout the universe and in perpetuity, for any commercial purpose including, but not limited to, advertising and promoting Sponsor, the Promotion or any other promotion, contest or promotion sponsored by Sponsor, except where prohibited by law.

16. Technical Limitation of Liability. To the extent permitted by applicable law, neither the Sponsor nor any of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisers, any and all companies associated with this Promotion after these Terms and Conditions are published, and their respective officers, directors, shareholders, agents, licensees, licensors and employees, nor any Internet access providers (collectively "Released Parties") are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the contest entry page or the Spoonflower website, for problems uploading any entries or downloading or viewing any Promotion-related materials from the Spoonflower website or the Promotion website, or for late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete

entries, or other materials, except to the extent resulting from the negligence of a Released Party. For purposes of these Official Rules, receipt of entry occurs when the Spoonflower website's servers successfully receive the uploaded design file and record the required entry information via the contest entry instructions described above. Any entry/entrant information collected during the Competition shall be used only in a manner consistent with the consent given by entrants, at the time of entry, with these Official Rules.

17. Limitations of liability. The Sponsor disclaims any liability for damage to any computer system related to participating in, or accessing or downloading information in connection with the Promotion. Except where prohibited by law and to the extent that the negative consequences described below are the foreseeable result of matters within the Released Parties' reasonable control and are the direct consequence of negligence or default by any of them, the Released Parties are not responsible for any incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Spoonflower website, for the inability to upload or download any Competition-related materials from Spoonflower, or for late, lost, damaged, misdirected, delayed, garbled, incorrect, inaccurate, stolen, damaged, or incomplete entries or votes.

18. Applicable Law; Limitation of Liability; Waiver of Class Actions. BY ENTERING THE PROMOTION, EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE PROMOTION, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND EACH ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

All issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the entrant and the Sponsor, shall be construed and governed by the laws of the state of North Carolina, without regard to conflicts of law. All suits or claims brought in connection with this Promotion must be brought in a state or federal court in North Carolina.

19. Privacy. Information collected from entrants is subject to Spoonflower's Privacy Policy (<http://www.spoonflower.com/privacy>), provided that if these Terms and Conditions and the Privacy Policy conflict, the provisions of these Terms and Conditions will prevail.