

## CONTEST RULES

### Finch Paper Call For Samples Contest

**GRAPHIC DESIGN CONTEST:** The Contest shall begin on June 5, 2010 at 12:01 a.m. Eastern Standard Time and shall run through August 20, 2010 at 5:00 p.m. Eastern Standard Time. Contestants must go to [www.finchpaper.com/call-for-samples](http://www.finchpaper.com/call-for-samples) and print out and complete the entry form pursuant to the on-screen instructions. The completed entry form, the original graphic design printed on Finch Paper and ten (10) copies of drawing submission must be delivered by U.S. Mail or a recognized delivery carrier to Finch Paper LLC, Attn: Call for Samples, One Glen Street, Glens Falls, New York 12801.

**ENTRIES:** You may submit more than one printed project. Each project constitutes a single entry. Only entries printed on Finch Paper will be considered.

**ELIGIBILITY:** Open to legal residents of all states of the United States of America, the District of Columbia and Canada who have reached the age of majority in their state or province of residence at time of entry. Entries will not be returned. Employees of Finch Paper LLC, and its parent and affiliated subsidiaries are not eligible.

**AGREEMENT TO CONTEST RULES:** Participation in the Contest constitutes a Participant's full and unconditional agreement to and acceptance of the Contest Rules and decisions of Finch Paper LLC, which are final and binding. Participant acknowledges that winning a prize is expressly contingent upon fulfilling all requirements of the Contest set forth therein.

**GENERAL CONTEST RULES:** The minimum number of potential entries shall be 10,000. One (1) prize in the amount of \$2,500.00 will be awarded. The Contest Rules will be posted in a conspicuous and prominent manner in any literature offering the opportunity to participate in the Contest. The website address where a listing of the prizes will be made available to the general public is [www.finchpaper.com](http://www.finchpaper.com). The prize winner will be randomly drawn from all submissions. Finch Paper LLC will advertise the Contest as described in the Contest Rules in a manner that will not be false, deceptive or misleading.

**VERIFICATION OF PRIZE WINNER:** Any potential prize winner must continue to comply with all terms and conditions of the Contest Rules and the prize is contingent upon fulfilling all requirements.

**GENERAL CONDITIONS:** In the event that the operation, security or administration of the Contest is impaired in any way for any reason, including but not limited to fraud, bias or a technical problem, Finch Paper LLC, may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms with the spirit of the Contest Rules; or (b) award the prize in a random drawing of all eligible participants at the time of the impairment. In any and all cases, Finch Paper LLC is only responsible for awarding the prize set forth herein. Finch Paper LLC hereby reserves the right, in its sole discretion, to disqualify any Participant it finds to be tampering with the operation of the Contest or to be acting in violation of the Contest Rules.

**USE OF SUBMISSION:** By making a submission in the Contest, each Participant hereby expressly grants to Finch Paper LLC non-exclusive, royalty-free rights to use the submission for unlimited reproduction and print, electronic publications and promotion materials for an unlimited period of time.

**PARTICIPANT'S OBLIGATIONS:** As a condition of entering this Contest, each Participant WARRANTS AND REPRESENTS THAT HIS/HER SUBMISSION IS: (A) ORIGINAL TO PARTICIPANT AND HAS BEEN LEGALLY OBTAINED AND CREATED; (B) DOES NOT INFRINGE THE INTELLECTUAL PROPERTY, PRIVACY OR PUBLICITY RIGHTS OR ANY OF THE LEGAL OR MORAL RIGHTS OF ANY THIRD PARTY OR VIOLATE APPLICABLE LAWS, REGULATIONS OR CONTRACTUAL OBLIGATIONS; (C) AND DOES NOT REQUIRE THE CONSENT OR AUTHORIZATION OF ANY OTHER PARTY FOR ENTRY IN THE CONTEST AND CAN BE USED AND REPRODUCED BY FINCH PAPER LLC IN ACCORDANCE WITH THE CONTEST RULES WITHOUT ANY SUCH CONSENT AND AUTHORIZATION.

**INDEMNITY:** Participant agrees to indemnify and hold Finch Paper LLC and its respective affiliates, officers, directors, agents, employees and/or licensees (collective, the "Indemnitees") harmless from any and all claims, damages, expenses, costs (including reasonable attorney's fees) and liabilities (including settlements) brought or asserted by any third party against any of the Indemnitees due to or arising out of Participant's submission in this Contest, or Participant's conduct during and in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation or any other legal or moral rights. Participant further agrees to indemnify and hold the Indemnitees harmless from any and all claims, and any commercial, advertising presentation, web content or any other materials subsequently produced, presented and/or prepared by or on behalf of the Indemnitees, infringes on the rights of Participant's in and to the submission.

**RELEASE AND LIMITATIONS OF LIABILITY:** By registering and participating in the Contest, Participant agrees to release and hold harmless Finch Paper LLC from and against any claim or cause of action arising out of preparation for or actual participation in the Contest or receipt or use of the prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, service, providers of telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail or packages; (e) errors in the administration of the Contest; (f) loss or damage due to any submission; or (g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's preparation for or participation in the Contest or receipt or use of the prize. Participant also agrees that any and all claims, judgments and awards allowed under the Contest rules shall be limited to actual out-of-pocket costs incurred, including costs associated with participation in the contest but in no event attorney's fees. Participant further agrees that under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased.

**DISPUTE, GOVERNING LAW, JURISDICTION, VENUE:** The Contest and the Contest Rules shall be governed and controlled in all respects by the laws of the State of New York, including interpretation, enforceability, validity, and construction, without regard to any conflict of law provisions. The parties irrevocably and unconditionally consent to the exclusive jurisdiction and venue of the state or federal courts located in Albany, New York with respect to any legal action pursuant to the Contest and/or the Contest Rules and hereby waive any objection that such forum is inconvenient.

**VOID:** The Contest shall be void where prohibited by law.

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