

Inventors Digest 2059 Innovation Essay Contest

Official Rules

Submission deadline 5 p.m., September 30, 2009, ET

1. Eligibility – The *Inventors Digest* 2059 Innovation Essay Contest (hereafter “Contest”) is offered only to individuals who are legal residents of the 50 United States, District of Columbia, and United States territories and possessions, between the ages of 12 and 17 (and have not graduated high school) at the time an entry submission is submitted in accordance with the instructions below. Employees, officers, directors and advisors of *Inventors Digest* (“ID or “Sponsor”), *The Charlotte Observer*, charlotteobserver.com, their respective parents, affiliated and subsidiary companies, advertising and promotion agencies, Contest judges, web masters and web suppliers, and persons engaged in the development of the Contest and Contest materials and members of the immediate family (parents, siblings, children [natural, adopted, foster] and spouse, wherever they reside) or household members (whether or not related) of such employees, officers, directors, advisors are not eligible. By participating, you agree and your parent/legal guardian agrees) to these Official Rules and all the decisions of Sponsor, which are final and binding in all respects. Void where prohibited.

2. Contest Period: Contest begins Aug. 1, 2009 at 12:00 Noon (ET); and ends September 30, 2009 at 5 p.m. (ET). Mail-in entries must be postmarked by Sept. 30, 2009. Two winners, one from a middle school and one from a high school, will be notified on or before Oct. 26, 2009. The winner of the North Carolina and South Carolina 2059 Regional Innovation Essay Contest will be notified on or before Oct. 26, 2009.

3. How To Participate: You may participate in the Contest by going to: www.inventorsdigest.com (hereafter “Web site”) and downloading the parental permission, official rules and entry forms. Only one (1) entry per contestant.

4. The Contest Entry: An essay must be a new, original idea. The essay must have been conceived by the entrant and be the sole and original work of the entrant (although the entrant can be helped by a parent or legal guardian to explain the entry materials). Entries must show what new technology, tool, product or service will shape our lives in the year 2059. Winning essays will demonstrate imagination rooted in science and engineering principles. The best essays will show what’s possible as well as practical.

The Essay must:

- a. be 500 words or fewer, **typed and double-spaced** on the official form provided on the Web site;
- b. clearly articulate or describe a yet-to-be invented technology, tool, product or service that the author believes will shape or impact our lives in the year 2059 and why; and,
- c. be based on scientific, engineering or physics principles as solely determined by Sponsor.

The Essay cannot:

- a. be based on impossible flights of fancy such as time-travel machines,
- b. be interpreted or repurposed from existing literature, or,

c. be about something that is already protected by patent or copyright unless the patent or copyright is owned by the entrant, or the patent or copyright is about to expire.

5. Entry Submissions: ALL ENTRIES MUST BE ACCOMPANIED BY SIGNED PARENTAL PERMISSION – AND WILL NOT BE CONSIDERED WITHOUT PARENT/LEGAL GUARDIAN PERMISSION.

By submitting an essay you (and your parent/legal guardian) warrant and represent that the entry, and your submission thereof to the Contest, (1) does not violate any law, regulation or right of any third party, including but not limited to patent, copyright, trademark, or other intellectual property or sui generis right, (2) that the entry does not violate any fiduciary relationship or violate any agreement you may have, (3) that the entry is your own sole and original idea, and that the entry has not been published, or submitted in any competition or contest other than to *Inventors Digest* or otherwise disclosed to any third party, and, (4) that the entry if submitted by e-mail does not contain any virus, bugs, or other deleterious material. Entries must be postmarked and/or received and recorded by *Inventors Digest* by Aug. 31, 2009; 5 p.m. (ET).

Only one (1) essay per entrant. All entries must be unique.

Any essay that, in the sole opinion of *Inventors Digest*, is considered inappropriate or not suitable for publication will be ineligible. Any essay that, in the sole opinion of *Inventors Digest*, violates the *Inventors Digest* code of conduct will be ineligible. The code of conduct is incorporated into, and made a part of, these Official Rules as though fully set forth herein. Once an entry is submitted it is the sole responsibility of the entrant to inform *Inventors Digest* if his/her contact information, and that of his/her parent/legal guardian, changes during the entry and notification process. Sponsor is not responsible for any failure to contact an entrant or his/her parent/legal guardian if their respective contact information is not current. To update contact information, please contact us at info@inventorsdigest.com.

Submitted essays become the property of *Inventors Digest* and will neither be acknowledged nor returned. By submitting an essay, entrant and your parent/legal guardian agree that neither *Inventors Digest* nor any other party related to this Contest shall have any responsibility or liability for any submissions that violate copyright, libel or other relevant laws.

Entrants from North Carolina and South Carolina automatically will be entered in the North Carolina and South Carolina 2009 Regional Innovation Essay Contest. Entrants from North Carolina and South Carolina also are eligible for the national grand prize.

6. Judging: There will be 3 rounds/phases of judging:

Round /Phase 1 of judging is the initial evaluation screening, which will evaluate and confirm each entry's compatibility with Contest theme and age restrictions; as well as whether it is a real entry (not gibberish, a ruse, or otherwise bogus nonsensical submission); all essays must be submitted by 5 p.m. (ET), Sept. 30, 2009 or the entry will be disqualified.

In every instance, any essay considered inappropriate in any way will be immediately and permanently disqualified.

If an entry is determined by *Inventors Digest* and the evaluators as eligible in accordance with the Contest theme; is deemed a legitimate entry; and is received/postmarked by the published

deadline; it will be considered an 'active' entry and proceed to Round/Phase 2.

Round/Phase 2 of judging is the active evaluation screening, which will evaluate eligible entry submissions, with focus on: Originality of Concept/Uniqueness of Approach; and clarity and vision of a new tool, technology, product or service that will shape our lives in the year 2059. The top essays will demonstrate imagination rooted in science and engineering principles – the best essays will show what's possible as well as practical.

The top 25 submissions that meet the criteria above at the sole discretion of *Inventors Digest* and evaluators will proceed to the final round of judging, Round /Phase 3.

Round/Phase 3 of judging is the final screening, which will be completed by a panel of *Inventors Digest*/VIP & Industry Experts, who will evaluate the entries that advanced from Phase 2) based on: Originality of concept/uniqueness of approach; sophistication of expression; artful and/or deft use of language; adherence to scientific and/or engineering principles.

The potential Grand Prize Winner(s) will be notified in a manner determined by Sponsor on or before Oct. 26, 2009.

Inventors Digest and the evaluators do not profit in any way from the success of the winner. Judge confidentiality will be upheld.

7. Prizes: There will be two (2) Grand Prize Winners, one from a middle school and one from a high school, who will each receive: a new laptop computer; their essay printed in *Inventors Digest*; a free one-year subscription to *Inventors Digest*; a potential opportunity to appear in the PBS television series *Everyday Edisons*; a t-shirt; and a brain-teaser game. There will be one (1) Grand Prize Winner from the North Carolina and South Carolina 2059 Regional Innovation Essay Contest, who will receive: a new iPod; essay printed in *Inventors Digest*; a free one-year subscription to *Inventors Digest*; a potential opportunity to appear in the PBS television series *Everyday Edisons*; a t-shirt; and a brain-teaser game.

The parent or legal guardian (as solely determined by Sponsor) must execute all documents and agree to all undertakings of winner set forth in these Official Rules or prize may be forfeited and awarded an alternate winner. Prize cannot be transferred, substituted, or redeemed for cash, but Sponsor reserves the right to substitute prize, or a portion of prize with a prize, or portion or prize of equal or greater value if such prize or portion becomes unavailable. Taxes on prize, if any, are solely the responsibility of winner.

8. General Conditions: Participants and participant's parent/legal guardian hereby: (1) grant to *Inventors Digest* a non-exclusive, perpetual license to receive, reproduce, distribute, display and otherwise process submitted essays, and to evaluate same, both in connection with the Contest and outside of the Contest, and (2) agree (a) that *Inventors Digest*, its respective parents, subsidiaries and affiliated companies, advertising and promotion agencies, and all respective officers, directors, employees, representatives, advisors and agents (individually and collectively "Releases") are released, will have no liability whatsoever for, and shall be held harmless by participants (and a participant's parent/legal guardian) against any liability for any injuries, losses or damages (whether due to negligence or otherwise) of any kind to person(s), including death, or property, or for breach or failure of any representation, warranty or obligation, or for infringement of rights of intellectual property, publicity or privacy, defamation, or portrayal in a

false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest or any Contest related activities, and (b) except where legally prohibited, winner (and winner's parent/legal guardian) grant (and agree to confirm that grant in writing) permission to Inventors Digest and those acting under its authority the right to the use of the winner's name, picture, likeness, voice, biographical information and statements, and entry (or any part thereof) at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval. The potential Grand Prize winners (and winner's parent or legal guardian) will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and where lawful a Publicity Release within the time stated on the notification. If documents are not returned timely, or if the documents are returned as non-deliverable, or if Grand Prize winner is found to be ineligible or otherwise not in compliance with these Official Rules the winner and the winner's entry will be disqualified, and all rights to the Grand Prize will be forfeited and an alternate Grand Prize winner selected.

9. Liability Limitations: Releases are not responsible for lost, late, misdirected, incomplete, or non-delivered essays; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of Workplace, entry or other information or the failure to capture, store, or loss of, any such information. Entrants are expected to, and shall, retain copies of all portions of their essays, and shall not rely on Sponsor to retain same. Sponsor shall not be responsible for lost or corrupted submissions. Persons who tamper with or abuse any aspect of this Contest, as solely determined by the Sponsor, will be disqualified. Releases are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading or printing materials of any kind from, or for, this Contest, or use of the Web site. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper conduct, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest, and select the winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Releases are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use to this Web site.

10. IN NO EVENT WILL RELEASES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEB SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEB SITE INCLUDING, WITHOUT LIMITATION, THE CONTEST, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR

CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. Arbitration/Choice Of Law: Except where prohibited, entrants (and entrants parent/legal guardian) agree that: (1) 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 winner(s), 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 (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for and entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of North Carolina, County of Mecklenburg. If permitted by law, and the Rules of the American Arbitration Association, entrants (and entrant's parent/legal guardian) agree, all proceedings commenced hereunder, the details, transcripts, testimony and all particulars of all such proceedings, and the results of all such proceedings, for example but not limited to findings of fact and/or law, and awards, (all as however characterized), shall be kept and maintained as confidential by all of the parties (and their counsel or representative(s)) to any proceeding, and shall not be disclosed, in whole or in part, directly or indirectly, to any third party.

12. Privacy: The personalized entry information provided will not be shared with third parties. However, *Inventors Digest* may send e-newsletters and announcements to the e-mail addresses provided.

13. Winner List: For the name of winner mail a first class self addressed stamped envelope to: Inventors Digest, ATTN: Contest Winners; 520 Elliot St., Ste. 200, Charlotte, NC 28202 for receipt by Oct. 30, 2009. Name of winner may also be posted on the *Inventors Digest* web site.

14. Sponsor: *Inventors Digest* LLC, 520 Elliot St., Ste. 200, Charlotte, NC 28202 USA