



spreadshirt spreadshop speed

Spreadshop Design Challenge "Spread Good Vibes" Contest Rules of Participation

These rules of participation (the "Rules") apply to design contests organized by sprd.net AG, Gießerstraße 27, 04229 Leipzig, Germany ("Spreadshop Europe"), together with Spreadshirt, Inc. 231 South Main St, Suite 412, Greensburg, PA 15601, United States ("Spreadshop USA"). Terms that are specified in connection with the respective competition - e.g. on the design competition page ("Additional Rules") take precedence over these general Rules.

1. Contest Summary

Spreadshop Design Challenge "Spread Good Vibes" (the "Contest") gives entrants ("Entrants" or "you") the opportunity to compete for prizes by submitting a unique design to a Spreadshop operated by Spreadshop Europe or Spreadshop USA tagged with "Spread Good Vibes".

The **Contest Period** includes a submission period from April 9, 2024 at 12:00 am EST to April 28, 2024 at 23:59 PM EST, and a voting period from Mai 9, 2024 at 12:00 am EST to Mai 19, 2024 at 23:59 PM EST.

The prize(s) will be awarded to the Entrant(s) who submits the best entry as determined by the judges and a vote in accordance with these Rules.

The Contest is open to legal residents 18 years of age (or the local age of majority, if higher) of eligible countries (See Section 3(b)), operating a partner account with one of the Sponsors during the Contest Period.

Void where prohibited. No cost to enter and no purchase necessary.

Spreadshop Europe's Privacy Policy to Entrant information: <https://www.spreadshirt.de/datenschutz-C3928>

Spreadshop USA's Privacy Policy to Entrant information: <https://www.spreadshirt.com/privacy-policy-C3259>

2. Sponsor

The **Sponsors** of this Contest are Spreadshop Europe and Spreadshop USA. The Contest is in no way sponsored or endorsed by any third party organizations whose sites or services are used in conjunction with the Contest, if applicable (for example, Facebook, Twitter, etc.).

3. Other Eligibility Rules

- (a) Employees. Employees of Sponsors (including their parent company, affiliates and subsidiaries) and members of the immediate family or household of such an employee are not eligible to participate.
- (b) Eligible Countries. Only residents of the following countries are eligible to participate in the Contest: member States of the European Union and the European Economic Area, Algeria, Australia (excluding Tasmania), Canada (excluding Quebec), India, Singapore, Thailand, United Kingdom, United States of America and the District of Columbia (excluding overseas military installations and U.S. territories), and Vietnam.
- (c) Sanctions and Embargoes. Pursuant to applicable U.S. international sanctions, payments from this Contest will not be made to persons who reside in Cuba, Iran, Syria, North Korea, and Sudan or to Specially Designated Nationals who are prohibited from receiving such payments.

4. How to Enter & Submission Requirements



- (a) Generally. A "**Submission**" consists of the submission during the Contest Period of a design at a Spreadshop operated by a Sponsor, tagged as described above in Section 1, that also meets the requirements below. Sponsors will not notify Entrants whether their Submissions have been approved or denied.
- (b) Acknowledgements. By entering the Contest, each Entrant agrees and understands that
 - (1) each Entrant must abide by the Rules, and warrants and represents that their Submission(s) conforms to these Rules;
 - (2) each Entrant's participation in the Contest may require the Entrant to agree to Sponsors' terms of use, and the terms of use of third parties involved in the administration of the Contest; and
 - (3) Sponsors do not guarantee the posting of any Submission.
- (c) Requirements. Each Submission must comply with the following:
 - (1) No Intellectual Property Violations. The Submission must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
 - (2) Objectionable Material. Submissions that are lewd, obscene, excessively violent, sexually explicit, pornographic, disparaging, defamatory, libelous, or Submissions that otherwise contain inappropriate content or objectionable material may not be submitted and may be removed at any time in Sponsors' sole discretion.
 - (3) Personally Identifiable Information. The Submission may not contain any personally identifiable information of any person other than yourself. If you include personally identifiable information about yourself in your Submission, you acknowledge and agree that this information will be disclosed publicly and you are solely responsible for the consequences.
 - (4) Sponsor Discretion. Sponsors reserve the right in its sole discretion to disqualify any Submission for any reason or no reason, including but not limited to a violation or potential violation of any of the requirements of these Rules. The decisions of Sponsors on this and all matters pertaining to the Contest is final and binding.
- (d) Indemnity. Entrants agree to indemnify and hold Sponsors harmless from and against any suits, claims, losses, damages and expenses, including reasonable attorney fees, that it may sustain from any breach of a representation or warranty made by the Entrant or the use of any rights granted by the Entrant to Sponsors hereunder.

5. Winner Selection

- (a) Judging Process. The winner selection will occur in two stages.
 - (1) In the first stage, a panel of judges, consisting of a group of Sponsor's employees, will review all eligible Submissions received during the Contest Period and will select ten Entrant finalists based upon the following equally weighted criteria: Appearance/Look on Spreadshop Products, Level of Creativity, Originality, and Reference to topic. Each judge awards points on a scale from 0 to 3 for each criterion. This means a design can receive a minimum of 0 and a maximum of 12 points from each judge, which are then added together to determine the final score. The decisions of these judges are final and binding. If there is a tie between any eligible entries, the tie will be broken by an additional judge who will judge the tied entries based on the same criteria listed above.
 - (2) The ten finalists will have their Submissions displayed on a dedicated blog website for public voting. The winning Entrants will be selected based on the which of their designs which receive the greatest number votes in the public voting round. The following designs are ordered according to the voting result.
- (b) Post-Selection Win Conditions. A winner is not entitled to any prize until the winner meets all of the following conditions, if applicable:



- (1) The notice sent to the winner must not be rejected, returned, or deemed undeliverable.
 - (2) The winner may be required to complete and return an Affidavit of Eligibility and Liability Release.
 - (3) If the winner's prize has a fair market value of 600 USD or more (or if the winner will receive any combination of cash and other prizes totaling over 600 USD during a single tax year from Sponsors as a result of winning a prize), the winner must provide a valid SSN or TIN so that the Spreadshop USA can report the winnings as income to the winner on Form 1099-MISC with the Internal Revenue Service. However, the winner is solely responsible for all tax liabilities arising out of the Contest, and the Sponsors are under no obligation to ensure the correct and prompt handling on the 1099-MISC form and will accept no responsibility for implications that arise from failure of a winner to do so, legal or otherwise.
 - (4) Failure to return required information or Releases, if applicable, within 14 days of receipt of notice of winning described in this paragraph may result in forfeiture of the prize and/or awarding of the prize to a different Entrant, in the Sponsors' sole discretion.
- (c) Identity Disputes. If there is a dispute as to the identity of the Entrant, the prize will be awarded to the authorized account holder of the email address. The "authorized account holder" is defined as the natural person to whom the email address is assigned.

6. Prizes; Approximate Retail Value; Odds of Winning

- (a) Generally. An Entrant may only win one prize. There will be up to ten winners. Prizes are:

	If the design was submitted to a Spreadshop operated by Spreadshop Europe	If the design was submitted to a Spreadshop operated by Spreadshop USA
First place	Cash prize of 200 EUR + feature in Spreadshop Europe's blog	Cash prize of 200 USD + feature in Spreadshop USA's blog
Second place	Cash prize of 150 EUR + feature in Spreadshop Europe's blog	Cash prize of 150 USD + feature in Spreadshop USA's blog
Third place	Cash prize of 100 EUR + feature in Spreadshop Europe's blog	Cash prize of 100 USD + feature in Spreadshop USA's blog

- (b) Prizes may not be substituted for cash, or assigned or transferred.
- (c) Gift certificates are not valid towards the purchase of additional gift certificates.
- (d) Odds. The odds of winning are determined by and depend upon the total number of eligible Submissions received, as well as the relative quality of Submissions.
- (e) Refusal. If any winner refuses a prize, Sponsors may award that prize to the next-closest Entrant.
- (f) Any claims to prizes are only valid against the Spreadshop company (Spreadshop Europe or Spreadshop USA) with which the respective winner maintains their partner account.

7. Grant of Rights

All Entrants grant Sponsors the right to display their Submissions for purposes of this Contest. Participation in the Contest is not the basis for any additional grant of rights to Sponsors, and Sponsors' additional use of Entrant Submissions is governed solely by the Sponsors' Partner Terms and Conditions.

8. Winners List

A copy of the winners list may be obtained by sending a written request which includes the sender's name, mailing address, and an email address to: sprd.net AG, Gießstraße 27, 04229 Leipzig, Germany,

postmarked within 30 days after the end of the Contest Period. Sponsors may announce winners by using their Spreadshop usernames.

9. Notice of Instagram Terms

- (a) To the extent that your participation in the Contest involves use of the Instagram platform, Instagram's [Terms of Use](#) and [Privacy Policy](#) apply to your use thereof.
- (b) Your participation in the Contest constitutes a full waiver and release of Instagram for all claims arising out of or relating to the Contest.
- (c) By participating, you acknowledge that Instagram in no way sponsors, endorses, administers, or is associated with the Contest.
- (d) Your Submissions will be handled solely by the Sponsors, and you should direct all questions and comments to the Sponsors, not Instagram.

10. Disclaimers & Early Contest Termination

- (a) As-Is. All websites, platforms, and services required for this Contest are provided on an as-is basis, and Sponsors hereby disclaim all express and implied warranties to the extent allowed by law.
- (b) Errors. Sponsors are not responsible for incorrect or inaccurate Entry information, human or other error, technical malfunctions of the Contest systems, lost or delayed data, omission, interruption, failures of any telephone or computer network, computer equipment, software, inability to access any online service or website, any other error or malfunction, or any injury or damage to Entrant's or any other person's computer relating to or arising out of participation in this Contest.
- (c) Early Termination. Sponsors reserve the right at their sole discretion,
 - (1) to disqualify any individual who tampers with the entry process;
 - (2) to disqualify any suspect Submission or Entrant;
 - (3) and/or to cancel, terminate, modify or suspend the Contest. In such a case, Sponsors reserve the right to select winners from eligible entries received as of the termination date, even if the termination date is earlier than planned due to problems of the aforementioned nature.

11. Data protection information from Spreadshop Europe

- (a) The controller for the processing of personal data is sprd.net AG, Gießstraße 27, 04229 Leipzig, Germany. You can us and our data protection officer as outlined at <https://www.spreadshirt.de/datenschutz-C3928>.
- (b) We process the following personal data about you in order to carry out and process the competition: User name. We process the following personal data about you in order to process the prize: name, e-mail address and, if applicable, your postal address. The processing of the above data is necessary for the execution of the competition and the prize processing. If the data is not provided, participation in the competition is not possible. The legal basis for the aforementioned processing of your personal data is Art. 6 para. 1 lit. b GDPR.
- (c) If the respective legal requirements are met, you have the following data protection rights with regard to the personal data concerning you: Right of access, right to obtain a copy, right to rectification or erasure, right to completion, right to restriction of processing, right to object to processing and the right to data portability. You also have the right to complain to a data protection supervisory authority about the processing of your personal data by us. The data protection supervisory authority responsible for Spreadshop is: Sächsischer Datenschutzbeauftragter, Devrientstraße 5, 01067 Dresden, Germany.
- (d) Your personal data will be processed by us as long as this is necessary for the execution and processing of the competition. In the event of a win, the data may be processed beyond this due

to commercial and tax law requirements (standard period ten years). The above does not affect the processing of personal data on the basis of a further legal relationship with you, in particular the processing on the basis of a contract with you as a Spreadshop partner.

12. Miscellaneous

- (a) No Third-Party Beneficiaries. These Rules does not and is not intended to confer any rights or remedies upon any person(s) other than the parties.
- (b) Law, Jurisdiction, and Venue. The formation, construction, and performance of these Rules must be construed in accordance with the laws of the Federal Republic of Germany without regard to its choice of law rules. If a dispute arises out of these Rules, the parties agree to personal jurisdiction and venue in Leipzig, Germany.
- (c) Enforceability and Severability. If any provision of these Rules is held invalid or unenforceable, the remainder of these Rules will remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it will remain in full force and effect in all other circumstances. To the extent permitted by law, the parties waive any provision of law that would render any provision of these Rules invalid, illegal, or unenforceable in any way.
- (d) Waivers. Waivers are only effective when in writing. If a party waives enforcement of a breach of any term of these Rules, later breaches of the same or other terms are not waived. Accepting late performance of any act or late fulfillment of any condition of these Rules is not a waiver of the act or condition itself.
- (e) Headings. All headings used in these Rules are for convenience only, and are not to be taken into account when interpreting the meaning of any term of these Rules.