

Be a Gold Star Student & Be a Gold Star Teacher
OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN THIS ESSAY CONTEST. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
2. **Eligibility.** Subject to the additional restrictions below, the “Be a Gold Star Student” & “Be a Gold Star Teacher” Contest (the “Contest”) is open to **Nominators** who are: (i) legal residents of the States of Ohio, Indiana, and Kentucky; (ii) 18 years or older at the time of entry; and (iii) an educator (e.g., teacher, tutor, coach, etc.) of the nominated student. Employees of Gold Star Chili, Inc. (“Sponsor”), The Children’s Theatre of Cincinnati, and each of their respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term “family members” includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live. Persons belonging to or affiliated with a professional acting, theater, or film-making organization, such as SAG or AFTRA, are not allowed to compete in the Contest or participate in any entry. Professional actors and filmmakers, whether full-time or part-time, are allowed to compete so long as they do not belong to any professional organizations connected with the entertainment industry that would cause Sponsor to pay the entrant or any other person a fee or any other benefit for taking part in any Contest event.
3. **How to Enter.** The Contest will begin at 12:01 a.m. Eastern Standard Time (“EST”) on March 16, 2021 and end at 11:59 p.m. EST on April 13, 2021 (“Contest Period”). Sponsor will be the official timekeeper for the Contest.

To enter, visit the Contest page on Sponsor’s website (<https://www.goldstarchili.com/the-childrens-theatre>) and complete the entry form with all required information, including the name of the nominee student (each, a “Nominee”) and a short essay explaining why the nominee should win the Contest. **All Nominees must meet the following requirements: (i) between nine (9) and eighteen (18) years of age at the time of entry; (ii) a resident of Ohio, Indiana, or Kentucky; and (iii) able to attend at least one (1) rehearsal for The Children’s Theatre of Cincinnati’s production of “Elf The Musical Jr” prior to December 10, 2021.**

By participating in the Sweepstakes via Sponsor’s website, you agree to be bound by Sponsor’s Privacy Policy (<http://www.goldstarchili.com/privacy>), which is hereby incorporated by reference.

Entries submitted in compliance with the foregoing and all other terms in these Official Rules are hereafter referred to as “Entries” or, individually, an “Entry.”

Maximum one (1) entry per person and per email address during the Contest Period.

The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant’s entries and may result in participant’s disqualification. Incomplete, forged, altered, automated, mechanically reproduced, lost, late, misdirected, garbled, or illegible entries, or entries that do not meet the size or formatting requirements specified above, will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor’s Contest application service provider. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent, provided that such person satisfies all other Contest eligibility requirements. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account.

By entering, you hereby grant to Sponsor a perpetual, irrevocable, exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Entry and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the Entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in any Entry in favor of the Sponsor. All entries become property of Sponsor and none will be returned. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Contest.

4. **Entry Restrictions.** Your entry (1) must be suitable for a general audience; (2) **cannot** contain any private, sexually explicit, disparaging, libelous, or other inappropriate content (all as determined in the sole discretion of Sponsor); (3) **cannot** contain any commercial content that promotes any product(s) or service(s) other than Sponsor; (4) **cannot** contain any trademarks, copyrighted works or other intellectual property (other than works and intellectual property that you own, or for which you have obtained royalty-free rights for Sponsor to use in connection with this Contest (collectively, "Authorized Assets"). Any elements appearing in your entry must be entirely original, created by you, be in the public domain, or be an Authorized Asset. Use of any materials that are not original to you, not in the public domain, or that are not an Authorized Asset may result in disqualification. Sponsor reserves the right to disqualify any entry that violates the foregoing restrictions, as determined by Sponsor in its sole discretion.
5. **Winner Selection.** On or about April 20, 2021, a Judging Panel chosen by Sponsor in its sole discretion will select one (1) Entry from among all eligible Entries received during the Contest Period as the potential winner. The Judging Panel will base its decision on the following criteria ("Judging Criteria"):

Be a Gold Star Student Award:

1. Shows strong work ethic and desire to learn
2. Active in various capacities within the school
3. Leader and advocate in the community

Be a Gold Star Teacher Award:

1. Going above and beyond for their students and families
2. Treating everyone like they're family/community
3. Being remarkable, having courage and integrity in the work they do
4. A clear passion that shows they love their job and students
5. Multiple nominations may present a stronger opportunity for consideration

The Entries with the highest cumulative score will be designated the potential winner. In the event of a tie, the compelling nature of the essay criterion will be used as a tiebreaker. All decisions of the Judging Panel are final. To be clear, the Judging Panel may review multiple entries that submit similar entries; in such a case, the judges may consider the timing of such entries in making its decision but will not be bound to designate as a potential winner the first submission of such similar entries. The selected winning Entry and the nominee-subject of such Entry is subject to verification of eligibility and compliance with these Official Rules.

6. **Prize Description.** Subject to verification of eligibility and compliance with these Official Rules, the winning Nominee will receive:

Be A Gold Star Student Winner:

- A walk-on role in The Children’s Theatre of Cincinnati’s production of “Elf The Musical JR” at the Taft Theatre in Cincinnati on Friday, December 10, 2021;
- Gold Star VIP dinner for the winner and his or her family and friends before the show (up to twelve (12) friends and family, approximate retail value (“ARV”): \$150);
- Four (4) tickets to “The Elf Musical JR” for the December 10, 2021 performance (ARV: \$120)

Be A Gold Star Teacher Prize:

- A catered lunch for their entire classroom (up to 30 people, approximate retail value (“ARV”): \$300);
- Selection of a TCT On Tour production to be scheduled for Fall 2021 performance – on-site or virtual – of their choosing (approximate retail value “ARV”: \$200-625). TCT will announce the 2021-22 TCT on Tour season by February 2021; not all productions will be available as both in-person and virtual performances.

Limit: One (1) prize per person and per household.

7. **Winner Notification and Acceptance.** The Nominator of each potential winner will be notified within or about two (2) weeks after the selection of the winning Nominee at the telephone number and/or email provided on the Nominator’s entry form.

In order to claim a prize, Nominator must respond to Sponsor’s notification forty-eight (48) hours of notice or attempted notice. Sponsor and Nominator will confer on appropriate method to contact Nominee winner.

Potential Nominee winner may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned five (5) business days of notification

Sponsor’s inability to reach a potential Nominator or Nominee winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential Nominator or Nominee winner to timely respond to a prize notification, the return of any prize notification as undeliverable, and/or a potential winner’s failure to comply with any term or condition of these Official Rules may, in Sponsor’s sole discretion, result in such potential winner’s disqualification and the selection of a substitute winner by the next highest-scoring Entry among the remaining eligible entries received during the Contest Period.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT’S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

8. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor, and any Contest judges or administrators selected by Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering

with or otherwise abusing any aspect of this Contest as solely determined by Sponsor. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Contest, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.

9. **Authorization.** BY ENTERING THE CONTEST, YOU REPRESENT AND WARRANT THAT (I) YOUR ENTRY IS ORIGINAL, WAS LEGALLY OBTAINED AND CREATED, AND DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OR OTHER LEGAL, EQUITABLE, OR MORAL RIGHTS OF ANY THIRD PARTY; (II) YOU HAVE OBTAINED PERMISSION TO SUBMIT YOUR ENTRY FROM EVERYONE NAMED, DESCRIBED, OR APPEARING IN YOUR ENTRY AND FROM THE OWNERS OF ALL LOCATIONS APPEARING IN YOUR ENTRY, AND YOU CAN MAKE THOSE AUTHORIZATIONS AVAILABLE TO SPONSOR UPON REQUEST; (III) THE ENTRY YOU ARE SUBMITTING HAS NOT PREVIOUSLY BEEN PUBLISHED OR ACCEPTED FOR PUBLICATION AND IS NOT CURRENTLY UNDER CONSIDERATION FOR PUBLICATION; AND (IV) YOU WILL NOT DISSEMINATE OR OTHERWISE SUBMIT YOUR ENTRY TO ANY OTHER ENTITY FOR PUBLICATION.
10. **Publicity Release.** BY ENTERING THE CONTEST, YOU AGREE THAT SPONSOR, THE CHILDREN'S THEATRE OF CINCINNATI, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") HAVE THE ABSOLUTE RIGHT AND PERMISSION TO PUBLISH YOUR ENTRY ON THE WEBSITE AND TO BROADCAST, PUBLISH, OR OTHERWISE USE YOUR ENTRY AND/OR YOUR NAME, BIOGRAPHICAL INFORMATION, AND LIKENESS IN CONNECTION WITH THE CONTEST OR FOR ANY COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSE WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU. BY ENTERING, YOU GRANT THE RELEASED PARTIES AN EXCLUSIVE, ROYALTY-FREE AND IRREVOCABLE LICENSE AND RIGHT (BUT NOT THE OBLIGATION) TO TELECAST, BROADCAST, COPY, EDIT, ADAPT, MODIFY, REPRODUCE, PUBLISH, CREATE DERIVATIVE WORKS OF, DISTRIBUTE, USE, OR OTHERWISE PUBLICLY DISPLAY ANY OR ALL OF YOUR ENTRIES, OR ANY PORTION THEREOF, IN ANY MANNER OR MEDIUM THROUGHOUT THE WORLD IN PERPETUITY, FOR COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSES, AND TO LICENSE OTHERS TO DO SO, WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU.
11. **Indemnification.** If Sponsor's use of your entry causes Sponsor to be subject to a claim by any third party, you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your entry.
12. **Release.** BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE CONTEST, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE CONTEST; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE CONTEST OR ANY PRIZE.

13. **Limitations of Liability.** BY PARTICIPATING IN THE CONTEST, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS CONTEST, INCLUDING THE WEBSITE, THE APP, AND THE PRIZE(S), ARE PROVIDED “AS IS” AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE CONTEST; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT’S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Contest. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prize based upon which entries received the highest scores according to the judging criteria.

14. **Construction.** 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 such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
15. **Sponsor.** The Be a Gold Star Student Contest is sponsored by Gold Star Chili, Inc. The decisions of Sponsor regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Contest. For a list of winners (available after April 20, 2021) or a copy of these Official Rules, visit <http://www.goldstarchili.com/the-childrens-theatre>. If you have any questions regarding this Contest, please contact marketing@goldstarchili.com.