

2020 Second Chance Bikes Free Bikes 4 Kids T-Shirt Design Contest

Official Rules

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

2. Eligibility. Subject to the additional restrictions below, the Second Chance Bikes Free Bikes 4 Kids T-Shirt Design Contest (the "Contest") is open to legal U.S. residents (excluding Puerto Rico) who are 10 years or younger with permission from parent or legal guardian and are physically located in the U.S. at the time of entry. Employees of Second Chance Bikes ("Sponsor"), Smooka ("Promotional Partner"), 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.

3. How To Enter. The Contest entry period will begin at 8:00 a.m. (E.T.) on November 9, 2020 and end at 11:59 p.m. (E.T.) on November 20th, 2020 (the "Contest Entry Period"). Sponsor will be the official timekeeper for the Contest.

As part of the entry process, you must create an original design for display on the Free Bikes 4 Kids T-shirt. Designs should measure no more than 11.5" x 14" and must be submitted as a digital file (PDF or JPG) attachment through the online entry form provided at www.SCBikes.org/contest, or mailed to:

Second Chance Bikes
Free Bikes 4 Kids entry
4435 Rugheimer Ave
North Charleston, SC 29405

Designs submitted by mail must be received by November 20th 2020. Designs may be digitally created or hand-drawn. Design is for the front of the shirt only and colors may be adjusted by Promotional Partner. The program title, "Free Bikes 4 Kids," should be included in your design.

To enter your original design, complete an Official Entry Form available online at www.SCBikes.org/contest, and upload your artwork using the link provided on this webpage.

If you are unable to submit your artwork and complete the Official Entry Form on the webpage, mail the entry form information and artwork to:

Second Chance Bikes
Free Bikes 4 Kids entry
4435 Rugheimer Ave
North Charleston, SC 29405

Photographs of original artwork will be accepted but original will be required for verification.

Artwork submitted online must be submitted either as a PDF, PNG, or JPG and must be a minimum of 300dpi. File size should be no greater than 3 MB. Artwork submitted by mail must be original art. No facsimiles or mechanical reproductions permitted. All entries must be received by November 20th, 2020. Maximum one(1) entry during the Contest Entry Period per person.

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 requirements specified above, will be disqualified.

All entries become property of Sponsor and Promotional Partner and none will be returned. Any questions regarding the number of entries submitted shall be determined by Sponsor and/or Promotional Partner in their sole discretion, and Sponsor and Promotional Partner reserve the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor and Promotional Partner determine to be tampering with or abusing any aspect of the Contest.

4. **Entry Restrictions.** You must be (i) 10 years of age or younger with the permission of a parent or legal guardian; and (ii) the sole author of your design entry. In addition, your design entry (1) **cannot** depict trademarked apparel; (2) must be suitable for a general audience; (3) **cannot** contain any nudity, sexually explicit, disparaging, libelous or other inappropriate content (all as determined in the sole discretion of Sponsor and/or Promotional Partner); (4) **cannot** contain any commercial content that promotes any product(s) or service(s) other than Sponsor and/or Promotional Partner; (5) **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 and Promotional Partner to use in connection with this Contest and related events (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 and/or Promotional Partner reserve the right to disqualify any entry that violates the foregoing restrictions, as determined by Sponsor and/or Promotional Partner in their sole discretion.

5. Finalist Selection and Notification Process. At the conclusion of the Contest Entry Period, several design entries will be selected as potential finalists by a committee of judges consisting of employees and board of Sponsor and Promotional Partner based on the design's creativity and the emotional appeal of the design as a commemorative symbol of the Free Bikes 4 Kids program.

Each potential finalist will be notified on or about November 21st, 2020 at the telephone number or email address provided on the potential finalist's entry form. In order to be officially designated a finalist, the potential finalists must respond to Promotional Partner's notification within forty-eight (48) hours of notice or attempted notice. Promotional Partner's inability to reach a potential finalist after a reasonable (as solely determined by Sponsor and/or Promotional Partner) effort has been made, the failure of a potential finalist to timely respond to a notification, and/or a potential finalist's failure to comply with any term or condition of these Official Rules may, in Sponsor's and/or Promotional Partner's sole discretion, result in the potential finalist's disqualification and the selection of a substitute potential finalist based upon the judging criteria described above. Then, on or about November 23rd, 2020 the designs of each finalist will be published online at www.SCBikes.org/contest (the "Website") and Sponsor's Facebook (www.facebook.com/secondchancebikescharleston) (the "Facebook") and Instagram (www.instagram.com/secondchancebikes) (the "Instagram") pages for public view.

6. Winner Selection and Notification Process. Between 8:00 a.m. (E.T.) on November 23rd, 2020 and 5:00 p.m. (E.T.) on December 4th, 2020 (the "Winning Design Voting Period"), visitors to the Facebook and Instagram will be able to vote for the design that they think should be displayed on the 2020 Second Chance Bikes Free Bikes 4 Kids T-shirt from among the finalist entries chosen by the judges. Facebook and Instagram 'likes' for each image will be counted as votes. All voting will be conducted on Facebook and Instagram. The Sponsor will be the official timekeeper for online voting during the Winning Design Voting Period.

Sponsor will not be responsible for failure to receive votes 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. Please note that even if a particular entry is shown as the leader at the close of the Winning Design Voting Period, that entry has not yet won. All results are unofficial until verified by Sponsor and/or Promotional Partner.

At the conclusion of the Winning Design Voting Period, the one (1) design that receives the highest number of votes will be named the potential winning design entry upon verification by Sponsor and/or Promotional Partner. The designs that receive the second, third, fourth and fifth highest number of votes will be named runners-up upon verification by Sponsor and/or Promotional Partner.

In the unlikely event that there is a tie between the highest vote getters, the potential winning design will be selected by the Contest judges based upon the judging criteria described above.

7. Prize Description.

One (1) Winning Design Prize: Subject to verification of eligibility and compliance with these Official Rules, one (1) Winning Design Prize Winner will receive two (2) complimentary items of their choice from available items produced with their design printed.

8. Winner Notification and Acceptance. Promotional Partner will notify the potential winner's Parent or Guardian ("Potential Winners") on or about December 5th, 2020 at the telephone number or email address provided on the Potential Winners' entry forms.

In order to claim the prize, Potential Winners must respond to Promotional Partner's notification within three (3) business days of notice or attempted notice.

Potential Winners will be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be returned within five (5) business days after notification.

Promotional Partner's inability to reach Potential Winners after a reasonable (as solely determined by Sponsor and/or Promotional Partner) effort has been made, the failure of a Potential 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 the Potential Winner's disqualification and the selection of a substitute winner based upon the design entry that received the next highest number of votes.

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

A Potential Winner may waive the right to receive a prize. Prizes are non-assignable and non transferable. No substitutions allowed by Potential Winner. Prizes and individual components of prize packages are subject to availability. Sponsor and/or Promotional Partner reserve 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. 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.

9. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor, Promotional Partner and any Contest judges or administrators selected by Sponsor and/or Promotional Partner, 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 and/or Promotional Partner reserve the right in their sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsor and/or Promotional Partner reserve 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.

10. **Authorization.** BY ENTERING THE CONTEST, YOU REPRESENT AND WARRANT THAT (I) YOUR CHILD'S 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 CHILD'S ENTRY FROM EVERYONE NAMED, DESCRIBED, OR APPEARING IN YOUR CHILD'S ENTRY AND FROM THE OWNERS OF ALL LOCATIONS APPEARING IN YOUR CHILD'S 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.

11. **Publicity Release.** BY ENTERING THE CONTEST, YOU AGREE THAT SPONSOR, PROMOTIONAL PARTNER, 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 YOU AND YOUR CHILD'S 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.

12. **Indemnification**. If Sponsor's and/or Promotional Partner's use of your entry causes Sponsor and/or Promotional Partner 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.

13. **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.

14. **Limitations of Liability**. By participating in the contest, participants acknowledge and agree that everything regarding this contest, including the website 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 sweepstakes, 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.

15. **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.

16. Sponsor. The 2020 Second Chance Bikes Free Bikes 4 Kids T-Shirt Design Contest is sponsored by Smooka. 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 winner, available after December 7th, 2020, or a copy of these Official Rules, visit www.SCBikes.org/contest, or send a self-addressed, stamped envelope to "Winner/Official Rules" (as applicable), 2020 Second Chance Bikes Free Bikes 4 Kids T-Shirt Design Contest, 4435 Rugheimer Ave, North Charleston, SC 29405.