

WRITE YOUR TICKET TO TEXAS NURSING STUDENT ARTICLE CONTEST

TERMS AND CONDITIONS

1. **GRANT OF RIGHTS:** By submitting this Entry, Entrant hereby transfers and assigns all rights, ownership and interest in the Entry to SPONSOR, including all interest in the copyright in the Entry including but not limited to copyright in prior works based on or embodying the Entry and copyright in any and all derivative works relating to the Entry, and in any other intellectual property or moral rights in the Entry. Winning entry will be published in the *International Journal of Nursing Terminology and Classifications*.

2. **ENTRANT REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION:** By entering, each entrant represents and warrants to the SPONSOR that his/her entry is (i) completely the original work of the entrant and was written solely by the entrant (or, with respect to works with multiple writers, that the entry is completely the original work of and written solely by the writers identified in the entry form), (ii) not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format, (iii) not in the public domain, and (iv) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. Entrant agrees to defend and indemnify SPONSOR for any breach of the above representations. If the SPONSOR, in its sole discretion, has reason to believe that any entry contains any material that may infringe or violate any law or any rights of a third party, or that the use or broadcast or such entry in the manner described herein may infringe or violate any law or any rights of a third party, then the SPONSOR may immediately disqualify such entry and take any other measures the SPONSOR may deem appropriate. Entries should not include any language or other content that is indecent, inappropriate, morally objectionable or otherwise unfit for dissemination or broadcast, as determined by the SPONSOR in its discretion. The SPONSOR hereby reserves the right in its sole discretion to disqualify any such entries. Entries not meeting stated length requirements will be disqualified. Entries not satisfying these Official Rules in any respect will be disqualified. Each entrant further agrees to sign, and to obtain (at the entrant's expense) from all necessary third parties, all releases, permissions and other written documents, in a form acceptable to SPONSOR, as may be required by the SPONSOR and any of its affiliates or sponsors upon request so as to confirm, record and/or perfect their rights in the Entry.

3. **RELEASE OF CLAIMS:** Each entrant acknowledges that the SPONSOR and each of its affiliates and each of their directors and sponsors (collectively the "Designated Entities") engage and have engaged in the developing, writing, acquiring, producing, publishing, disseminating and/or broadcasting of scholarly work representing the domain of nursing science, including ideas, themes, formats, articles and concepts (collectively, the "Materials"). By submitting an entry in the Contest, each entrant acknowledges and agrees that any Materials that the Designated Entities may hereinafter use or exploit may have originated with the Designated Entities themselves or may have been acquired from the Designated Entities' employees or other parties, and that such Materials may duplicate, parallel or resemble the concept submitted in the Contest by the entrant. By submitting an entry, each entrant acknowledges that he or she understands and agrees that the Designated Entities' use of Materials containing features, ideas, material and/or elements similar to or identical with those contained in their entry shall not entitle the entrant to any compensation whatsoever. As an inducement to SPONSOR to accept the entrant's entry into the Contest, each entrant hereby waives any claim or right of action against any of the Designated Entities or their successors in connection with the Designated Entities' use of any Materials (or any portions thereof) whether or not such Materials contain any features, ideas, material and/or elements similar or identical to those contained in an entrant's entry.

4. **GENERAL TERMS AND CONDITIONS:** By submitting an entry, entrants agree to indemnify, defend, release, discharge and hold harmless

SPONSOR and its affiliates, promotional partners and agents, and all others associated with the development and execution of this Contest, and the officers, directors and employees of each of the foregoing, from any and all claims and liabilities arising from or in connection with participation in this Contest, including without limitation (a) claims for injury, loss or damage of any kind resulting from participation in this Contest or acceptance or use of any prize and (b) claims based on rights of privacy, rights of publicity, false light, defamation, copyright and/or trademark infringement relating to the submission or exploitation of the entrant's concept. By entering the Contest all entrants grant permission to the SPONSOR to use their respective names, photographs, likenesses, voices, and/or biographical information for SPONSOR programming, publication, publicity, advertising and all other promotional purposes without compensation, review or approval unless prohibited by law. All United States federal, state and local laws and regulations apply. SPONSOR reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and/or to cancel, modify or suspend this Contest should entrant fraud or misconduct or other causes beyond the control of the SPONSOR corrupt the administration, integrity, security or proper operation of the Contest. Without limitation of the foregoing, the SPONSOR reserves the right to terminate, modify or suspend this Contest due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; the recapture of any time period scheduled for the live telecast of a program for an event of national importance or emergency; failure of technical facilities; failure of essential production, or technical personnel to appear or be available for production or broadcast; or other cause beyond its control. By entering, each entrant agrees that should this Contest be terminated for any reason such entrant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief. SPONSOR is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof. SPONSOR's clock will be the official time clock for the Contest. Caution: Any attempt by an entrant to deliberately damage any Web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, SPONSOR reserves the right to seek damages

from any such entrant to the fullest extent of the law. SPONSOR is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the prize.

5. **GOVERNING LAW:** This Contest is governed by the internal laws of the State of Wisconsin without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in Brown County, Wisconsin.

6. **WINNER'S LIST:** For name of Winner(s) send a separate self-addressed, stamped envelope to Front Porch MOPS Concept Writing Contest, 2613 Canyon Falls Dr., Jacksonville, FL 32224 where Name(s) of Winner(s) will be available for a period of 60 days.

7. **SPONSOR:** The Sponsors of this Contest are Gail Ladwig MSN, CHTP, RN and Betty Ackley MSN, EdS, RN