

Elks Drug Awareness Program Heroes Essay Contest

You could win an opportunity to appear in a Marvel comic book!
Enter your essay about the great things you can do if you stay away from drugs and alcohol!

You could win one of these exciting prize packages:

One (1) Grand Prize Winner Receives:

- Winner's likeness drawn in a Marvel comic book (no commercial value)
- \$500 worth of Marvel Toys
- A year's subscription to a Marvel comic book (value: \$24)
- A year's subscription to a Marvel comic book for the winner's school library (value \$24)

Twenty (20) First Prize Winners Receive:

- \$100 worth of Marvel Toys for each winner

Fifty (50) Second Prize Winners Receive:

- A year's subscription to a Marvel comic book (value: \$24)
- A year's subscription to a Marvel comic book for the winner's school library (value \$24)



Get in on the fun and tell us all about the exciting opportunities that lie ahead of you if you stay away from drugs and alcohol and you just might find yourself in a comic book with one of your favorite Marvel Super Heroes.

Here's How to Enter:

- 1) On an 8 1/2" x 11" sheet of paper, neatly write or type an essay about "Great things I can do if I stay away from drugs and alcohol" (recommended limit: 200 words).
- 2) At the top of your essay page please neatly write or type: your full name, complete address, phone number, grade, age, your school's name, address and phone number and your teacher's name.
- 3) Also, please show your essay to your parent/legal guardian and ask him/her to indicate permission for you to enter by signing your essay page and printing his/her name (please make sure the printed name is easily readable).
- 4) MAIL ENTRY TO:

Elks Drug Awareness Program Heroes Essay Contest, P.O. Box 698, Dana Point, CA 92629-0698 (use 1st-class stamped envelope). All entries must be received by 1/31/09.

YOUR PRIVACY: The contest sponsors will not sell, rent or give away to third parties any personal information on entries, and all non-winning entries will be destroyed at the conclusion of the contest.

NO PURCHASE NECESSARY.

Contest is valid in the 50 United States and the District of Columbia only. Limit one entry per person. Must be a student in grades 4 to 8 to enter or win (parent signature required). Contest starts 10/15/08 and ends 1/31/09 (entries must be received by 1/31/09). Subject to additional restrictions and judging criteria contained in official rules which are available at www.elks.org/dap. Please note that grade level will be taken into consideration by judges.



Fantastic Four: TM & © 2008 Marvel Characters, Inc. All rights reserved.

Elks Drug Awareness Program Heroes Essay Contest

Official Rules

NO PURCHASE NECESSARY

- 1. INTRODUCTION:** The Elks National Drug Awareness Program and Marvel Entertainment, Inc. ("Sponsors") are offering the Elks Drug Awareness Program Heroes Essay Contest ("Contest").
- 2. ELIGIBILITY:** The Contest is open only to legal residents of the 50 United States and the District of Columbia who at the time of entry are students in grades 4 to 8. The children of employees of the Sponsors and of their respective parent companies, subsidiaries, affiliates, and agents, plus the children of the household members or immediate family members (defined as parent, spouse, child, sibling or grandparent) of the foregoing employees are NOT eligible to enter the Contest.
- 3. TIMING:** Contest begins on 10/15/08 and ends on 1/31/09.
- 4. HOW TO ENTER:** To enter: on an 8 1/2" x 11" sheet of paper, neatly write or type an essay about "Great things I can do if I stay away from drugs and alcohol." Essay must be legible (recommended maximum length: 200 words). At the top of your essay page please neatly write/type: your full name, complete address, phone number, grade, age, your school's name, address and phone number and your teacher's name. Also, please show your essay to your parent/legal guardian and ask him/her to indicate permission for you to enter by signing your essay page and printing his/her name (please make sure the printed name is easily readable). **MAIL YOUR ENTRY TO:** Elks Drug Awareness Program Heroes Essay Contest, P.O. Box 698, Dana Point, CA 92629-0698 (use 1st-class stamped envelope). All entries must be received at above address by 1/31/09. Limit one entry per person. The submitted essay must be original, unpublished, cannot have been submitted in any other competition, and must not infringe or violate any third-party rights, including but not limited to the rights of copyright, trademark and publicity. Submission of a Contest entry constitutes consent of the entrant's parent/legal guardian on behalf of themselves and their child/ward entrant to be bound by these Contest official rules and the decisions of the Sponsors and/or judges, whose decisions shall be final and binding in all respects. See section 9 for judging criteria.
- 5. GRAND PRIZE:** One (1) grand prize will be awarded, consisting of the following: a) The grand-prize winner's likeness drawn in a Marvel comic book (prize has no retail value); b) \$500 worth of Marvel toys; c) A year's subscription to a Marvel comic book (approximate retail value ["ARV"]: \$24); d) A year's subscription to a Marvel comic book for the winner's school library (ARV: \$24). The total ARV of the grand prize is \$548.
- 6. FIRST PRIZES:** Twenty (20) first prizes will be awarded, each consisting of \$100 worth of Marvel toys.
- 7. SECOND PRIZES:** Fifty (50) second prizes will be awarded, each consisting of a) A year's subscription to a Marvel comic book (ARV: \$24 per winner); b) A year's subscription to a Marvel comic book for the winner's school (ARV: \$24 per winner). The total ARV of each second prize is \$48.
- 8. PRIZES, GENERAL:** The total maximum ARV of all prizes awarded in the Contest is \$4,948. Limit one prize per person. Each Contest prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsors in the event that a prize or part thereof cannot be awarded for any reason; in such event, Sponsors will in their sole discretion award a substitute prize or part thereof of equal or greater value. Each winner's parent/legal guardian is solely responsible for the following in relation to a Contest prize awarded to his/her child/ward: a) any and all applicable taxes (including but not limited to the following taxes: federal, state, local taxes and sales tax; and b) any and all applicable fees and expenses that are not specifically set forth herein as included with a Contest prize and are related to the acceptance, award, installation, use and enjoyment of a Contest prize. All prize details, including but not limited to the actual toy selection and Marvel comic book of awarded prize will be designated (where applicable) solely by Sponsors. Subject to sufficient eligible entries and the conditions herein, all prizes will be awarded.
- 9. JUDGING:** To determine the winners, on or about 3/13/09 all eligible Contest entries received will be judged by Sponsors' employee(s) ("Judge[s]"). The Judge(s) will use the following judging criteria in equal measure: relevance to theme, creativity, and originality. In the event of a tie, the tied entry given a higher score by the Judge(s) for relevance to theme will be the relevant winner. The grade level of entrants will be taken into consideration in the judging process. The decisions of the Sponsors and/or Judge(s) on all matters related to the Contest shall be final and binding in all respects. A participant selected as a potential winner must comply with all the terms and conditions set forth in these official rules, and winning is contingent upon fulfilling all such requirements.
- 10. NOTIFICATION:** Starting with the potential grand-prize winner on or about 3/23/09 followed by each potential first-prize winner, the said potential winners will be notified (the "Notification") by email, mail or courier addressed to the respective winner's parent or legal guardian. Within fourteen (14) days of the actual send date, postmark or shipment date of each Notification, each said potential winner's parent/legal guardian must correctly complete, execute and return the following document as directed: An Affidavit, Waiver, Release and Indemnity Agreement ("Agreement"), including where lawful a Publicity Release. Please note that additional documents may be required at the discretion of Sponsors. All information requested in the Agreement and any additionally requested document(s) must be accurately and legibly provided. Failure to comply with the requirements of this paragraph (or the return of any prize or prize notification as non-deliverable) may result in disqualification and in the forfeiture of any right to a prize, in which case subject to sufficient entries such prize may be awarded to the entrant with the next highest score for the relevant prize award (in accordance with the herein described judging criteria). Each second-prize subscription will be mailed to each second-prize winner and to each said winner's school.
- 11. RELEASE:** By granting permission for his/her child/ward to participate in the Contest and/or accept a Contest prize, the parent/legal guardian ("Parent") of the said child/ward agrees to defend, release and hold harmless the Sponsors and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the foregoing companies' officers, directors, shareholders, employees, representatives, agents and all others associated with the development, execution and fulfillment of the Contest (collectively the "Releasees") from and against any actions, claims and/or liability for injury, loss or damage of any kind (including any for the violation or infringement of any proprietary or personal right of any individual or entity, and including any personal injury [including death] and property damage) and connected in whole or in part, directly or indirectly in any way with the Contest. And in addition, by granting permission for his/her child/ward to participate in the Contest and/or accept a Contest prize, the Parent of the said child/ward agrees to give the Sponsors and their respective representatives, licensees, assignees, parents, subsidiaries, affiliates, divisions, advertising and promotion agencies (collectively the "Licensees") the right to use the said Child's/Ward's submitted Contest essay, and if the said child/ward is declared a Contest winner to give the Sponsors the right in perpetuity to use, reuse, publish and display the said child's/ward's and the Parent's name, address, Contest essay, statements, quotes, picture, portrait, likeness, voice, video, biographical information, prize information, and winner-submitted photograph(s), video/text/blog(s) (in whole or in part, as may be adapted, edited or modified, as solely determined by Licensees) for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, and on the World Wide Web, without review, notification or approval, all without limitation or additional consideration, unless prohibited by law. Materials submitted in Contest become the sole property of Sponsors and will not be acknowledged or returned.
- 12. CONDITIONS:** By granting permission for his/her child/ward to participate in the Contest, the Parent also agrees to release the Releasees from any liability in connection with: a) Entries that are ineligible as a result of being lost, late, illegible, damaged, incomplete, stolen, postage due or misdirected; b) Any typographical or other human or technical errors in the offer or administration of the Contest, including but not limited to errors in advertising, these official rules, the selection and announcement of a winner(s), or the distribution/awarding of a Contest prize(s); and c) Any omission, interruption, deletion, defect, delay, misdirection, damage, line failure, injury, technical malfunctions or any combination thereof. Sponsors reserve the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Contest. In the event that a Contest webpage is infected by a virus/worm, or if the Contest is not capable of running or being executed as planned as a result of but not limited to an error, omission, defect, delay, misdirection, tampering, unauthorized intervention, fraud, action of entrants, technical failure, earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, act of terrorism, war or armed conflict (whether or not officially declared), or any other cause which in the sole opinion of Sponsors corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsors reserve the right in their sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify or suspend the Contest (collectively a "Contest Revision"). In the event of a Contest Revision, notice thereof will be posted at www.elks.org/dap including information (where applicable as solely determined by Sponsors) regarding determination of winners from among all eligible non-suspect and/or non-disqualified entries. Releasees shall have no liability to any participant who is disqualified due to a Contest Revision. Failure to enforce any term of these official rules shall not constitute a waiver of that provision.
- 13. LAWS:** Subject to all federal, state and local laws and regulations. Void where prohibited or restricted.
- 14. WINNERS' LIST:** A winners' list will be available by sending an SASE by 4/30/09 to: Elks Drug Awareness Program Heroes Essay Contest, Winners' List, P.O. Box 459, Dana Point, CA 92629-0459.
- 15. SPONSORS:** a) The Elks National Drug Awareness Program, 2750 North Lakeview Avenue, Chicago, IL 60614-2256; b) Marvel Entertainment, Inc., 417 Fifth Avenue, 11th Floor, New York, NY 10016.