

Rules and Regulations for the 2022 Lynn University Drawing Competition

By entering this competition, each Competitor, parent or legal guardian (if such Competitor is a minor) agrees to accept these rules and be bound by the decisions of Lynn University, Inc. ("Lynn"), its Judges and Staff, which are final and binding in all matters.

1. ELIGIBILITY: The 2022 Lynn University Drawing Competition ("LUDC") is open to all High School Seniors who have applied to Lynn University for the Fall 2022 semester. All individuals who wish to be considered for entry into LUDC must be at least 16 years of age by the original submission deadline. Individuals must complete a Lynn University application, and must possess a valid passport (if traveling from abroad), and the required artistic submission, found in paragraph 2 "How to Enter the Competition by the submission deadline, 11:59p.m. EST January 31, 2022, for consideration. All incomplete entry forms, or incomplete artistic submissions will not be considered. The LUDC is void where prohibited, or restricted by law. Officers, directors, managers, and employees of Lynn, and each of its respective subsidiaries, affiliates and related companies and their respective consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Competition (collectively the "Competition Entities") are not eligible to participate. "Immediate family member" shall be deemed to mean husband, wife, children, mother, father, sister, sister-in-law, brother or brother-in-law. All federal, state and local laws and regulations apply. LUDC requires that each Competitor who has not attained the age of 18 (hereinafter a "Minor") to be accompanied (or in the case of an online competitors, supervised) by a parent, legal guardian or other person (hereinafter individually or collectively referred to as "Representative of Minor") who has the legal right to make decisions for a Minor. In all context contained herein, if a Competitor is a Minor, the Minor and the Representative of Minor shall both provide all necessary consent and permission. Lynn assumes no responsibility for a Minor's care or safety, and the Minor shall be accompanied (or supervised for online competitors) at all times by a Representative of Minor. In the event that a Minor shall be unaccompanied/unsupervised by a Representative of Minor for any Lynn event, including LUDC, Lynn may disqualify the Minor for LUDC. Competitor and Competitor's family release Lynn from any responsibility for the Minor and acknowledge that the Representative of Minor shall be sole responsible for the Minor.

2. HOW TO ENTER THE COMPETITION: The Competition will be conducted in Two (2) Rounds.

a. THE FIRST ROUND: In order to enter the competition, competitors have to submit copies of a minimum of 4 electronic copies (JPG or PDF) of their favorite life drawings electronically to wbind@lynn.edu starting on at 12:00:01am Central Time ("EST") on November 22nd. Entries must be received by Lynn by 11:59:59pm EST on before January 31, 2022. The drawings can be submitted in the following formats: JPG, PDF. A preliminary selection of the drawings will be done by Lynn University College of Communication and Design Professors based on Value Proportion, Form and Composition.

b. THE FINAL ROUND: Competitors invited to join the final round drawing competition will be responsible to either (1) travel to Lynn University at 3601 N. Military Trail, Boca Raton, FL 33431 at their own expense, or (2) be available for a proctored Zoom™ conference on March 5, 2022. In the case of an online/Zoom™ invitation, such competitors must have access to the internet and an online camera capable of continuous transmission via the Zoom™ application for the entire duration of the final round of competition. Zoom™ competitors will be sent a link to the Zoom™ application by Lynn in advance. All LUDC Competitors who advance to the Finals Round and have fully executed the Contract of Compliance as well as all other pertinent and required documentation, including the Lynn University Application, the LUDC Rules and Regulations, LUDC Media Release, by the specified deadline, will be considered "LUDC Competitors".

ALL COMPETITORS WHO ADVANCE TO THE FINAL ROUND MUST BE EITHER PRESENT IN PERSON OR BE

INVITED TO PARTICIPATE IN A CONTINUOUS ZOOM™ INTERNET TRANSMISSION TO COMPETE.

On March 5, 2022 Lynn University will provide an easel and illustration boards to each in-person participant. Zoom™ competitors need to supply their own easel and illustration boards. Competitors will be responsible to bring their own art supplies in one or more of the following acceptable media: pencils, colored pencils, oil pastels, soft pastels, markers, pens, charcoal. The following media will not be accepted: computers, paints (watercolor, acrylics, oils), pen and ink, and photography. A light lunch will be provided to the in-person competitors participating in the competition. Competitors will be asked to draw by hand a theme drawing. Each student will have 3 hours for the theme drawing. The theme of the drawing will be revealed when competitors are selected to participate to the competition on campus.

Drawing references will be allowed. The work of all Zoom™ competitors must be visible to LUDC judges for the entire duration of the final round of the competition. All those who advance to the Final Round of LUDC, including LUDC Competitors, their companions or guardian (if appropriate) shall be responsible for all related monies/acquisitions of travel, lodging, appropriate travel documents, proof of travel insurance to gain entry to Lynn. Failure to do so will result in immediate dismissal or disqualification. Failure to comply with these or any LUDC rules will result in immediate disqualification.

3. JUDGING CRITERIA: A panel of three Lynn University professors will be judging the drawings based on Value, Proportion, Form, and Composition.

4. PRIZES: The winners: Five winners will be announced at the end of the competition. The top prize will consist in a full tuition scholarship to Lynn University. The second and third prize will consist in a scholarship valued at \$20,000 dollars. The scholarship will be awarded at a rate of \$5,000 each academic year for four years. The fourth and fifth prize will consist in a scholarship valued at \$15,000 dollars. The scholarship will be awarded at a rate of \$3,750 each academic year for four years. The scholarship prizes will not include any cost of travel, room and board, or any fees or other expenses. Lynn University is not responsible for any additional expenses that may be incurred such a taxable income. Lynn University is not responsible for travel and lodging expenses to and from the competition site or possible visa expenses to travel to the US.

5. NOTIFICATION: All individuals who have submitted completed application forms will receive electronic verification upon receipt of materials and are considered "LUDC Competitors". All LUDC Competitors whose forms, fees and artistic submissions meet the criteria will be notified, via email that they we will considered for advancement to the Final Round. All LUDC Competitors who advance to the Final Round will be notified via email/phone call of their acceptance no later than February 4, 2022 LUDC Competitors who win the final round shall be notified in person.

6. WINNERS LIST: To obtain a list of Scholarship Winners send a self-addressed, stamped envelope to be received by March 31, 2022 to: 2021 Lynn University Drawing Competition Winners List, Lynn University, 3601 N. Military Trail, Boca Raton, FL, 33431.

7. TAXES: Each Competition winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on his/her income. Competition winners consent to the use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation. The value associated with the Scholarship may be taxable as income and the Scholarship winner is solely responsible for any such taxes (if any), including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the Scholarship. Lynn may be required to report the value of the Scholarship to the Internal Revenue Service in the year the Scholarship is received by the Scholarship winner and may be reported to the Scholarship winner and the Internal Revenue Service in the form of a Form 1099.

8. CONDITIONS: By participating in this Competition, Competitors and scholarship winners agree to be bound by these Official Rules and the decisions of Lynn and the LUDC Competition judges, which are final in all respects and not subject to appeal. Lynn reserves the right to disqualify permanently from this Competition any Competitor it believes has violated these Official Rules and verify eligibility of Competitors. Neither Lynn nor anyone acting on its behalf will enter into any communications with any Competitor regarding this Competition, except as expressly set forth in these Official Rules. By participating in this Competition, Competitors, and scholarship winners release the Lynn and each and all of the Competition Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Competition, and/or the receipt or use/misuse of any scholarship awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Competition. All Competition materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Competitors assume all risk of loss, damage, destruction, delay or misdirection of Competition materials submitted to Lynn. In the event any portion of this Competition is compromised by activities beyond the control of the Lynn which, in the sole opinion of the Lynn, corrupt or impair the administration, security, fairness or proper play of the Competition or this Competition, Lynn reserves the right at its sole discretion to modify, suspend or terminate the Competition. Winning a scholarship constitutes permission for Lynn and its agencies to use scholarship winners' names, addresses (city & state), voices and/or likenesses for purposes of advertising, promotion and publicity, for this Competition only, without further compensation, unless prohibited by law. Lynn may prohibit an Competitor from participating in the Competition or winning a scholarship if, in its sole discretion, it determines that said Competitor is attempting to undermine the legitimate operation of the Competition by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Competitors, Lynn, or Competition Entities. If for any reason this Competition is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Lynn which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, then Lynn reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition and randomly draw from those entries received up to the cancellation/suspension date to award scholarships. By participating, Competitors and scholarship winners agree to release, discharge, indemnify and hold harmless Lynn, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any claims made by any Competitor, scholarship winner, or any other third parties, related in any way to the operation of this Competition as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a scholarship or participation in any promotion related activity or participation in this

Competition. All rules and regulations, as well as LUDC Media Release and other pertinent documents, distributed by Lynn, must be signed by all LUDC Competitors (or their legal guardians, if applicable). These signatures are a binding agreement stating that all parties, aforementioned, understand and will abide by all rules and regulations concerning LUDC. Competitors and/or participants must take appropriate actions to ensure the safety of their artistic tools and supplies, as well as their personal belongings (such as luggage, personal effects, and money) inclusive of during the time period of the competition itself, whether on the grounds of Lynn University, or not. Lynn is not responsible for any damage to or loss of the Competitors' and/or other participants' personal belongings. It is the competitor's and/or other participants' sole responsibility to obtain relevant and sufficient insurance coverage prior to travel. It is also the responsibility of the Competitors and/or other participants to consult with the appropriate insurance authorities on all matters relating to insurance including: health, personal injury, as well as loss or damage to artistic instruments or luggage in the case of accident, fire, or theft during travel and competition event. Competitors and/or other participants agree to assume full responsibility for any damage or loss to their personal belongings at all times. No liability or responsibility is assumed by Lynn resulting from any Competitor's and/or other participant's participation in or attempt to participate in LUDC or ability or inability to upload or download any information in connection with participating in the competition. No responsibility or liability is assumed by Lynn for technical problems or technical malfunctions arising in connection with any of the following occurrences which may affect the operation of the competition: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the competition, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the competition, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the competition. The competition host, Lynn University, Inc., is not responsible for any personal injury or property damage or losses of any kind, which may be sustained to participant's or any other person's property resulting from participation in the competition. By participating in LUDC, participant agrees to release, indemnify and hold Lynn University, Inc., harmless from any and all claims, damages or liabilities arising from or relating to such participant's participation in the competition. Lynn reserves the right in its sole and absolute discretion to disqualify any Competitor for any reason it deems necessary or appropriate to insure the integrity of the Competition. If Lynn deems it appropriate to disqualify any Competitor, Lynn shall not be liable for any expense incurred or any damages suffered by the Competitor. The Competitors acknowledge and agree to Lynn reserving the right to disqualify them and they waive any right to recover any damages, cost or expenses from Lynn for his or her disqualification.

9. USE OF DATA: Lynn will be collecting personal data about Competitors online, in accordance with its privacy policy. Please review the Lynn's privacy policy at <https://www.lynn.edu/university-policies/privacy-policy>. By participating in the Competition, Competitors hereby agree to Lynn's collection and usage of their personal information and acknowledge that they have read and accepted Lynn's privacy policy.

10. DISPUTES: The laws of the state of Florida shall govern this Agreement. Competitor and LUDC agree that venue and jurisdiction shall be solely in Palm Beach County, Florida and Competitor and Lynn agree to submit to the venue and jurisdiction in Palm Beach Circuit Court.

11. COVID-19 CONTINGENCY: IF DEEMED NECESSARY, IN THE SOLE DISCRETION OF LYNN, ALL COMPETITORS AND PARENTS OR GUARDIANS OF SUCH COMPETITORS WILL BE REQUIRED TO SIGN A COVID-19 RELEASE, AS A CONDITION TO PARTICIPATE AS A COMPETITOR IN THE LUDC. A PARENT OR LEGAL GUARDIAN IS REQUIRED TO SIGN THE COVID-19 PARTICIPANT RELEASE, WAIVER AND COVENANT NOT TO SUE FOR ANY COMPETITOR UNDER THE AGE OF 18 YEARS OLD. IF SUCH RELEASE, WAIVER AND COVENANT NOT TO SUE IS REQUIRED BY LYNN, BUT NOT SIGNED AND RETURNED IN THE SPECIFIED TIME, THE COMPETITOR WILL NOT BE PERMITTED TO PARTICIPATE IN THE LUDC. LYNN RESERVES THE RIGHT TO CANCEL THE LUDC AT ANY TIME, WITH OR WITHOUT ADVANCE NOTICE, AND WITHOUT ANY LIABILITY TO LYNN, IF IN ITS SOLE DISCRETION, THE HEALTH, SAFETY OR WELL BEING OF ANY MEMBER OF THE LYNN COMMUNITY, OR THE LUDC COMPETITORS, IS DEEMED TO BE JEOPARDIZED. LYNN RESERVES THE RIGHT TO CANCEL, DELAY, OR ALTER THE COMPETITION DUE TO SUCH HEALTH, SAFETY AND WELL-BEING CONSIDERATIONS AND ALL COMPETITORS SPECIFICALLY AGREE TO WAIVE ANY CLAIMS FOR DAMAGES, FEES, CHARGES, OR OTHER FINANCIAL IMPACT DUE TO SUCH CANCELLATION, DELAY OR ALTERATION OF THE COMPETITION.

12. SPONSOR: The 2022 Lynn University Drawing Competition is sponsored by Lynn University, Inc., 3601 North Military Trail., Boca Raton FL 33431