

**CALL FOR DESIGNS FOR A SPECIAL JEWELRY ITEM TO BENEFIT THE
NASSAU COUNTY COALITION AGAINST DOMESTIC VIOLENCE, INC. (NCCADV)**

“Designing Hope”

OFFICIAL CONTEST RULES

THIS CONTEST is for the design of an item of jewelry that may be expanded to a collection around a single theme. These will be sold to benefit the NCCADV.

NCCADV exists to assist and empower victims of domestic violence and sexual assault while challenging and changing social systems that tolerate and perpetuate abuse.

1. Contest Period. Contest begins on September 15, 2011 and ends at 4 p.m. EDT on December 15, 2011 (the “Contest Period”).

2. To Enter: Entrants should send, by mail or e-mail, a rendering, sketch, PDF or JPEG format, or photograph, of up to three (3) designs. **DO NOT SEND AN ACTUAL PIECE OF JEWELRY OR ANY OTHER ITEM OF ANY INTRINSIC VALUE.** Fortunoff or NCCADV are not responsible for any actual piece of jewelry or other items of intrinsic value received by NCCADV. All entries become the sole property of NCCADV and will not be returned.

Each entry must include an entry form with the entrant’s complete name (first and last), address, zip code, daytime and evening telephone numbers, birth date, and e-mail address (if available). Each entrant must also submit a vision statement, explaining the inspiration for it, and the materials you suggest for the final manufacture of the design. **We recommend you download the entry form, which can be found at www.cadvnc.org.** Entries should be sent to:

NCCADV
ATTN: Designing Hope Contest
15 Grumman Road West, Suite 1000
Bethpage, NY 11714
Or
Contacts@cadvnc.org

All entries must be received by December 15, 2011, at 4 p.m. The NCCADV is not responsible for late, lost, stolen, illegible, incomplete, postage due or misdirected entries or mail, or for errors in the printing of the contest materials, administration of the Contest, or the announcement of the winners and runners-up.

3. Eligibility: Contest open to legal residents who are 18 years of age or older at the time of entry. Contest is void where prohibited or restricted by law.

Each design must be original. It must be the sole creative work and idea of the entrant. The design must not infringe on any trademark or copyright of any other person, firm, or entity, save as otherwise specifically permitted herein. By entering the Contest and submitting a design, the entrant is making the foregoing representations and warranties, on which the NCCADV is relying. Violation or breach of these representations and warranties will cause an entrant to be disqualified and may subject the entrant to penalties and damages under applicable copyright law.

All entrants to the Contest acknowledge that the NCCADV and its designated agents will own all results and proceeds including copyright in and to the entrant's design submitted hereunder. To the extent entrant owns same, entrant hereby assigns such rights to the NCCADV in perpetuity. Entrant waives any and all rights in and to the design and the artwork created hereunder and agrees to sign a waiver releasing all such rights to the NCCADV. Entrant acknowledges that the NCCADV may commercially release or otherwise exploit the artwork design in any manner it deems fit, now or hereinafter invented, without territorial limitations, and that entrant shall not be entitled to any payment of any kind as a result of such use or other exploitation. Entrant hereby agrees to indemnify the NCCADV from any and all breaches of this section and any liability, costs or expenses associated therewith.

4. Selection of Winner & Judging Criteria:

- A. One Winning design, and two runners-up, will be selected by a designated group of judges (the Judging Group), who will be chosen by the NCCADV and Fortunoff Fine Jewelry. The Judging Group will select, in their sole discretion, the best design. The winner and runners-up will be notified by e-mail or telephone.
- B. In selecting the winning design and runners-up, the Judging Group will utilize judging criteria including, but not limited to: (a) concept/originality; (b) effective communication of the story of the NCCADV; (c) ease and feasibility of manufacture and production; and (d) aesthetic appeal to a wide range of people, thus ensuring the design will garner the largest amount of revenue raised to support the NCCADV.
- C. The judging of all entries will be conducted by the Judging Group, whose decisions are final and binding in all respects.
- D. **Judging will be completed by February 15, 2012.**

5. Winner's Conditions: The Winner and runners-up will be required to execute an Affidavit of Eligibility and Liability/Publicity Release, where permitted, within four (4) days of receipt of notification. If any of the foregoing documents are not completed, signed, and returned within the respective stated time, or if an entrant is found to be ineligible, or if he/she does not comply with these Official Rules, the potential winner may be disqualified and an alternate winner selected from the remaining eligible entries, time permitting. If any winner's notification is returned as undeliverable, this will result in disqualification and an alternate winner will be selected. Winner is solely responsible for any and all costs not specifically described as part of being the selected entrant including any and all travel expenses. Except where prohibited by law, each winner's acceptance constitutes agreement (which agreement will be confirmed in writing) for the NCCADV to use said winner's name, photographs, video, likeness, statements (if true), biographical information, voice, and city and state of residence for advertising and trade purposes on a worldwide basis (without review by winner) and in all forms of media, without further compensation, remuneration, or authorization.

6. Contest Conditions: This Contest is subject to all applicable federal, state and local laws. By participating, entrants waive any right to claim ambiguity in the Contest or these Official Rules. WINNERS AND ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE NCCADV, FORTUNOFF FINE JEWELRY, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY OR PARTICIPATION IN THIS CONTEST.

7. Limitations of Liability. The NCCADV and FORTUNOFF FINE JEWELRY are not responsible for late, lost, damaged, misdirected, incomplete, illegible, undeliverable, destroyed or postage due mail or entries. The NCCADV may prohibit an entrant from participating in the Contest if, in its sole discretion, it

determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing or intending to annoy, abuse, threaten or harass any other entrants or the NCCADV representatives or employees. If for any reason this Contest is not capable of running as planned, including but not limited to, by reason of tampering, unauthorized intervention, fraud, or any other causes beyond the control of the NCCADV which, in the sole opinion of the NCCADV, corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, then the NCCADV reserves the right at its sole discretion to cancel, terminate, modify or suspend this Contest and select winner and runners-up from entries received prior to the action taken.

8. Claims/Choice of Law. (a) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys fees; and (b) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant, in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine, and all proceedings shall take place in that State. All contestants who enter the Contest agree to submit to the exclusive jurisdiction of the courts of the State of New York and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Contest or Contest Rules.

10. Promotional plans for dissemination of the Call for Entries, judging criteria and the announcement of winners, will be planned and executed by the NCCADV team with the help of Fortunoff Fine Jewelry staff and PR designee.

11. VOID WHERE PROHIBITED.