

Hug-A-Writer 2009

Terms and Conditions

- 1.) **Submission Period:** The Submission Period runs from January 24, 2009 at 12:01 A.M. E.S.T. to April 30, 2009 at 5:00 P.M. E.S.T.
- 2.) **The Submission:** The Submission herein refers to the "altered image", which must contain the Hug-A-Writer fairy. The image should be 640x480 and must be a minimum of 100 kb and a maximum of 1 MB (1,000 kb). Submissions not fulfilling these rules will be excluded, with no right of appeal.
- 3.) **Submission Package:** The Submission Package must include (i) your name, (ii) the city you currently live in, and (iii) the Entry. Incomplete Submission Packages will not be accepted.
- 4.) **Eligibility:** The Submission process is open to current residents of Canada as of January 24, 2009.
- 5.) **How To Submit:** To enter, email your Submission Package to hugawriter@scriptmedical.com, with "Hug-A-Writer – Submission" as the subject. All Submission Packages must be received during the Submission Entry Period. Submission Packages received after April 30, 2009 at 5:00 P.M. E.S.T for whatever reason will not be accepted. SCRIPT will not confirm receipt of any submission.
- 6.) **Submission Terms:** By entering you agree to the following:

Proof that you sent a Submission Package does not constitute proof that it was received within the Submission Entry Period or that it is eligible for posting on the Hug-A-Writer website (www.hugawriter.com). SCRIPT reserves the right to disqualify and/or remove any Submission for any reason within its sole and absolute discretion. Without limiting the foregoing, any obscene, offensive or otherwise inappropriate Entry as determined by SCRIPT will not be considered.

By entering, you represent and warrant that:

- i. your Submission is an original work by you and you have not included third-party content in or in connection with your Submission;
- ii. no person or entity other than you has any right, title or interest in any part of your Submission;
- iii. your Submission, the use thereof by SCRIPT, or the exercise by SCRIPT of any of the rights granted by you does not and will not infringe or violate any rights of any third party or entity, including, without limitation patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, intentional or negligent infliction of emotional distress, confidentiality, or any contractual or other rights;
- iv. you are a current resident of Canada.

By entering, you agree that:

- i. **your Submission becomes SCRIPT's property;**
- ii. SCRIPT and their licensees, successors and assigns have the right to use your Submission for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity; and
- iii. **if your Submission is posted to the Hug-A-Writer site:**
 - **the Submission, together with your name (First Name and Initial of Last Name) and location will be posted on SCRIPT's Hug-A-Writer website (www.hugawriter.com), and you consent to the release and posting of such information on www.hugawriter.com and www.scriptmedical.com by SCRIPT; and**

- **you irrevocably transfer, convey and assign to SCRIPT all right, title and interest in and to your Submission, in whole and in part, and all the intellectual property rights therein, throughout the world in perpetuity, including without limitation any and all copyrights and the registration, renewal, and derivative rights and you waive all moral rights and rights of attribution relating thereto and agree to execute all documents and perform all acts deemed necessary by SCRIPT to apply for, register, perfect and record such transfer and assignment and/or waivers and protect SCRIPT's right in the intellectual property. You will not now nor in the future be paid for your Submission or for granting SCRIPT any of these rights.** SCRIPT, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use your Submission (and have no obligation to you or any other person or entity after your Submission is received). You agree to waive all claims to and shall receive no royalties of any kind now or in the future from SCRIPT, its affiliates, licensees, successors and assigns for use of your Submission including copyright, trademark, public performance, digital sound recording, mechanical, synchronization or master use royalties, and you represent, warrant and agree that no other party is entitled to claim royalties from the use of the Submission as set forth in these Terms and Conditions.

7.) RELEASE: BY SUBMITTING A COMPLETED ENTRY FORM, YOU RELEASE SCRIPT, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS PROMOTION, NOW OR IN THE FUTURE.

8.) **Miscellaneous:** By entering the promotion, you agree to abide by and be bound by these Terms and Conditions, which are final. SCRIPT accepts no responsibility for losses, damages or claims caused by or resulting from Hug-A-Writer. This promotion is subject to all applicable federal, provincial and municipal laws.

9.) **Privacy:** Any personal information collected is for the purpose of administering this promotion. By entering a Submission, each Entrant consents to the collection, use and disclosure indicated above. Should you have any questions regarding the collection, use and/or disclosure of this information by SCRIPT, please contact SCRIPT at 3042 Yonge St., Toronto, ON, M4N 2K4, telephone: 416-485-7387.