

## **ST. LOUIS AQUARIUM FOUNDATION**

### **ESSAY CONTEST TERMS & CONDITIONS**

NO PURCHASE NECESSARY; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. BY ENTERING THE ST. LOUIS AQUARIUM FOUNDATION ESSAY CONTEST (THE “CONTEST”) YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE REVIEWED, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ENTER THE CONTEST.

1. **ELIGIBILITY**. The Contest is open to students who are in grades kindergarten through twelve (12) and who are legal residents of the United States. Employees and non-employee workers of the St. Louis Aquarium at Union Station Foundation d/b/a the St. Louis Aquarium Foundation (the “Sponsor”) and its affiliates, prize providers, agents and agencies involved in the Contest, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such ineligible person, are not eligible for entry into the Contest. THE CONTEST IS VOID WHERE PROHIBITED. Contest entrants should also review the Contest main page (the “Contest Main Page”) located at <https://www.stlaquariumfoundation.org/> for additional rules concerning entrance into the Contest, including, specific age-related rules for essay writing.

2. **CONTEST PERIOD**: During the period beginning on March 22, 2021 and ending at 11:59 p.m. CDT, April 16, 2021 (the “Contest Period”), you may enter the Contest using the Method of Entry set forth in these Terms and Conditions. The Sponsor’s computer is the official time keeping device for the Contest.

3. **METHOD OF ENTRY**: During the Contest Period, you may enter the Contest by emailing photos of your child’s handwritten essay to [arodgers@stlaquariumfoundation.org](mailto:arodgers@stlaquariumfoundation.org), or in person at the Conservation & Education Center located at St. Louis Union Station at 201 S. 18<sup>th</sup> St., St. Louis, MO 63103. Essays must be submitted by a parent or legal guardian of any entrant under the age of 18. Limit: 1 essay per entrant. All entries become the exclusive property of the Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by the Sponsor. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible or misdirected entries, which will be disqualified. NO PURCHASE NECESSARY; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. NO IN-PERSON ENTRIES WILL BE ACCEPTED BY THE SPONSOR.

4. **PRIZE**: There will be one winner per each age group as more fully described on the Contest Main Page. Individual prizes and the methods of judging are more fully described on the Contest Main Page. No substitution for a prize by winner. Sponsor may substitute a prize of equal or greater value in its sole discretion. The prize is not transferable prior to award. Taxes associated with the acceptance of the prize are the sole responsibility of the winner.

5. **WINNER NOTIFICATION**: Winners will be notified by electronic mail the week of April 26, 2021. In addition, winners will be posted on the Sponsor’s Facebook page and website.

6. **ODDS OF WINNING**: Odds of winning depend upon the number of eligible entries received.

7. **GENERAL**: Sponsor reserves the right to cancel the Contest without notice for any reason at its sole discretion. Acceptance of an offered prize by the winner constitutes permission to use any of such

person's name, likeness, and biographical information for advertising and publicity, without compensation, unless prohibited by law.

8. DISCLAIMERS: UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE SPONSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE ACT OF SUBMITTING AN ENTRY, OR INABILITY TO DO SO, INCLUDING DUE TO ANY AND ALL TECHNICAL MALFUNCTIONS FOR ANY REASON WHATSOEVER, OR OTHERWISE PARTICIPATING IN ANY ASPECT OF THIS CONTEST OR OUT OF ANY BREACH OF ANY WARRANTY. THE WINNER SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO HIS/HER PRIZE AFTER IT HAS BEEN DELIVERED. THE SPONSOR MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE. THIS EXCLUSION OR LIMITATION OF LIABILITY WILL NOT APPLY TO THE EXTENT THAT ANY APPLICABLE STATUTE PROHIBITS SUCH EXCLUSION OR LIMITATION OF LIABILITY.

9. ENTIRE AGREEMENT; VENUE. These Terms and Conditions and the Contest-specific information found on the Contest Main Page constitute the entire agreement and understanding between the Sponsor and you and supersede all prior agreements and understandings, written and oral, relating to the subject matter hereof. You agree that any suit or action that may be brought against the Sponsor may only be brought in the State court located in the County of St. Louis, Missouri or in the United States Federal District Court, Eastern District of Missouri.

10. HEADINGS. The section headings contained in these Terms and Conditions are inserted for convenience only and shall not affect in any way the meaning or interpretation of these Terms and Conditions.

11. SPONSOR'S ADDRESS: St. Louis Aquarium Foundation, 111 Westport Plaza Drive, Suite 500 St. Louis, Missouri 63146.