

Official Rules

SHONEN JUMP Kakashi Fan Art Contest

NO PURCHASE NECESSARY. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING.

1. **ELIGIBILITY:** Open only to legal residents of the 50 United States who are age 13 or older and located in the U.S. at the time of entry. Employees, contractors, directors and officers of VIZ Media, LLC ("Sponsor"), its subsidiaries, distributors, and the advertising, fulfillment, judging and promotion agencies involved in the administration, development, promotion and execution of this Contest (collectively, "Contest Parties"), and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each are not eligible.
2. **TO ENTER:** Beginning 12:00:01 a.m. PST on 7/1/2009, log on to <http://naruto.viz.com/kakashi/fanart.php>. Follow on-screen directions to properly complete the entry and signed fan art release, and submit both via postal mail by 11:59:59 p.m. PST. on 8/13/2009. All entries must be postmarked by 8/13/2009 and received no later than 11:59:59 p.m. PST on 8/20/2009. **ANY SUBMISSIONS THAT DO NOT CONTAIN A SIGNED FAN ART RELEASE FORM WILL BE DISQUALIFIED.** LIMIT ONE ENTRY PER PERSON OR HOUSEHOLD. MULTIPLE ENTRIES DISCOVERED WILL BE DISQUALIFIED. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE(S) AND/OR PUBLISHED IN *SHONEN JUMP* MAGAZINE, IN SPONSOR'S DISCRETION. Contest Parties assume no responsibility for lost, late, misdirected, stolen, mutilated, illegible, undelivered, garbled, damaged, incomplete entries that may occur. All entrants must have a valid postal and email address. All entries become the property of Sponsor and will not be returned to entrant. Automated entries (including but not limited to entries made using any script, macro, bot, or sweepstakes service) and facsimiles are not allowed. Potential winner may be requested to provide Sponsor with proof that the potential winner lives at the postal address associated with the winning entry.

3. **WINNER SELECTION:** Sponsor will select five (5) Winners [says 10 later] from all eligible entries received. Selection will be based equally upon the following criteria: adherence to instructions outlined on entry page, representation of *Shonen Jump* and Kakashi spirit, and quality of artwork. In the event of a tie, tie will be broken by the highest score in the first judging criteria and then continuing thereafter until such tie has been broken. Winners will be selected in San Francisco, California on or about 8/30/2009 by Sponsor, whose decisions are final and binding on all matters related to the contest. Becoming a Winner of any prize is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules. Submission of an Entry with Fan Art Release Form grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify such Entry in any way, in any and all media, without limitation, and without consideration to the entrant, whether or not such submission is selected as a winning Entry. Submission of any Entry with Fan Art Release Form further constitutes the entrant's consent to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in Entry, including, without limitation, all copyrights and waive all moral rights in Entry. Winners will be notified by postal mail or email. Prize will be delivered to Winner's home address as identified on the Fan Art Release Form. If any prize correspondence (including e-mail, if applicable) is returned as non-deliverable, prize may be forfeited. Unclaimed prizes may not be awarded. Winner (or winner's parent or legal guardian, if winner is a minor in his/her state of residence) may be required to complete, sign and return an Affidavit/Declaration of Eligibility/Liability Release and Assignment of Copyright, and, where lawful, a Publicity Release within five (5) days of attempted notification or prize may be forfeited.
4. **PRIZES:** Five (5) Winners will each receive a grab bag of Naruto DVDs, Naruto collector magazine, and Naruto posterzine (total ARV \$95.00 US). All expenses not specifically set forth herein are winner's sole responsibility. No substitution, cash redemption or transfer of prize is permitted except at Sponsor's sole discretion. If prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Any portion of the prize not accepted by winner shall be forfeited.

5. **GENERAL CONDITIONS:** Winner is solely responsible for any taxes on Prize. If prize is \$600 or more and winner is a legal U.S. resident, winner (or winner's parent or legal guardian if winner is a minor) will receive an IRS Form 1099 for the approximate retail value of the prize. By participating, entrants (and their parent(s)/legal guardian(s) if entrants are minors) agree to these Official Rules, and to the Sponsor's decisions, which are final and binding in all respects. This Contest is offered only in the United States and is governed by the laws of the State of California, without regard to conflicts of laws principles and all claims must be resolved in the federal or state courts of San Francisco, California.
6. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** By participating in the Contest, the Entrant (or their parent or legal guardian if a minor in their state of residence) represents and warrants as follows: (i) Entrant has the full right and legal capacity to participate and is not a party to any agreement that would condition or restrict Entrant's ability to participate; (ii) Entrant is the sole and exclusive owner of the Entry; (iii) Entrant(s) has the right and power to perform his or her obligations as set forth in this document and to grant rights herein contained; (iv) Entrant has obtained all the necessary clearances, including, but not limited to copyright clearances, necessary for Sponsor to copy, display, broadcast, publicly perform or distribute the Entry online without any financial obligation; (v) the rights granted to Sponsor via these Official Rules, including public display, public performance, distribution, and reproduction of Entry, will not violate or infringe upon the copyright, literary, privacy, publicity, trademark, service mark or any other personal property right of any person or entity and Entry will not constitute a defamation of any third party; (vi) the Entry is wholly original with Entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (vii) the Entry does not and will not violate any applicable laws, and is not and will not be defamatory, pornographic, or obscene. Each Entrant(s) (or their parent or legal guardian if a minor in their state of residence) hereby agrees to indemnify, defend and hold the Contest Parties harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder.

7. **LIMITATIONS OF LIABILITY AND RELEASE:** By accepting the prize, winner (and winner's parent or legal guardian if winner is a minor) agree that the Contest Parties and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Contest; from acceptance, possession, misuse or use of any prize; from participation in any prize-related activity or any travel related thereto or from the use by Sponsor or anyone authorized by it of the Entry. Except if winner is a resident of TN or where prohibited by law, winner (and winner's parent or legal guardian if winner is a minor) grant (and agree to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, voice and/or likeness, and Entry, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.
8. **WINNER LIST:** For winners' names, city & state, mail a self-addressed, stamped envelope to SHONEN JUMP Kakashi Fan Art Contest, *Shonen Jump* Magazine, PO Box 77010, San Francisco, CA 94107.

SPONSOR: VIZ Media, LLC, 295 Bay Street, San Francisco, CA 94133.