



## Mike's Got This!

Essay Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

**ELIGIBILITY:** This Contest ("Contest") is open to legal residents of the state of Missouri or Kansas, ages 13 through 19, who are current middle school and high school students and who were entered as participants in DEBATE KANSAS CITY for ACADEMIC SCHOOL YEAR 2021-2022. Employees of Sponsor, its parents, subsidiaries, affiliates, and advertising agencies, and members of their immediate family (spouse, parent, sibling or child and their respective spouses, regardless of where they reside) and persons living in the same household of such employees, whether or not related, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state, and local laws.

**SPONSOR:** This Contest is sponsored by DiPasquale Moore Law Firm Foundation, 4050 Pennsylvania Ave. STE 121, Kansas City, Missouri 64111 ("Sponsor").

**CONTEST PERIOD:** October 26, 2021 at 12:00 AM EST through December 31, 2021 at 11:59 pm EST ("Contest Period").

**HOW TO ENTER:** During the Contest Period, visit [www.mikesgotthiscontest.com](http://www.mikesgotthiscontest.com) and follow the directions provided to complete and submit the online registration form and submit your Essay (described below) (collectively your "Entry") to receive one (1) entry. Limit of one (1) entry per person using only one (1) email address throughout the Contest Period. Entrants must send entries using the correct contest entry form, email address, and any other specific entry information requested in the form, including entrant's name, email address, telephone number, mailing address, photo of student with hero or photo of hero, and school.

Sponsor is not responsible for and will not consider incomplete or incorrect entries. During the Contest Period, Sponsor may remove any Entries at its sole discretion. For example, Entries containing offensive, obscene, or copyrighted content (songs, images, etc.) may be removed by Sponsor. Entries using macro, robotic, script or other forms of automatic entry are void. No mechanically reproduced entries permitted. Multiple entries received from any person in excess of the stated limitation will be void. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit you from participating in the Contest if it determines that you are attempting to undermine the legitimate operation of the Contest in any manner, including, without limitation, by cheating, hacking, deception or other unfair practices, or if you abuse, threaten or harass other entrants. All entries become the sole property of Sponsor and will not be returned.

Sponsor's clock is the official time clock for the Contest. Sponsor is not responsible for any discrepancies between your clock and Sponsor's clock. Proof of submission of any Entry does not constitute proof of receipt of such Entry by Sponsor.

**ESSAY:** As part of your Entry, you will be asked to submit an essay of between 525-750 words in length in a PDF or Word format answering the following prompt:

Describe a champion or hero who has performed an act of compassion, courage or connection. It can be a family member, leader, mentor or friend. Include an analysis of the obstacles, risks, and consequences associated with the act. The essay may concern an issue at the local, state, national, or international level.

Essays must be uploaded as a Word or PDF document as part of your Entry. Essays must be submitted in English. Your Essay should be completely original material and must not have been previously submitted to another contest. Your work must be your own. Plagiarized content will be immediately disqualified.

#### JUDGING CRITERIA:

All Essays will be judged by a judging panel consisting of Sponsor's staff and/or designees based on the following criteria:

1. Tells a compelling story (70%);
2. Completeness (15%) – Did you fully answer the prompt?; and
3. Writing quality and grammar (15%).

The judging panel will select the 3 best Entries at each of the high school and middle school level from all eligible Entries as the "Winners". In the event of a tie score, the Entry with the highest aggregate score under the criteria "Tells a compelling story" will break the tie.

**PRIZES:** The Entry with the highest score at the high school level awarded by the judges will be eligible to receive a scholarship valued at \$2,000. The Entry ranked second highest at the high school level by the judges will be eligible to receive a laptop computer, with an approximate retail value of \$2300. The Entry ranked third highest at the high school level by the judges will be eligible to receive a \$500 gift card. The Entry with the highest score at the middle school level awarded by the judges will be eligible to receive a laptop computer, with an approximate retail value of \$400. The Entry ranked second highest at the middle school level by the judges will be eligible to receive a \$250 gift card. The Entry ranked third highest at the middle school level by the judges will be eligible to receive a \$100 gift card. All prizes are awarded "as is" with no warranties, representations or guarantees, including but not limited to, quality, condition, merchantability or fitness for a particular purpose. No transfer or substitution of prizes will be allowed, except by Sponsor. In such cases, Sponsor may substitute a prize of equal or greater value.

Acceptance of the prize constitutes permission for Sponsor to use a Winner's name, likeness, and biographical material for advertising and promotional purposes in any media without geographic or time limitation, and without additional compensation, unless prohibited by law. Sponsor owns all Entries and may use a Winner's Entry (including an altered form of the Entry) for any purpose.

Winners may also be offered the opportunity to, but are not required as a condition of entering or winning the Contest, the opportunity to participate in advertising by Sponsor or a Sponsor affiliate, which offer shall be made in Sponsor's sole discretion.

**WINNER NOTIFICATION:** On or before February 14, 2022, Winners will be contacted at the Entry email address or telephone number used to enter the Contest. Sponsor will provide the contest prize to the essay contestant only. Claiming of prizes requires an email or telephone response to Sponsor from the winning sender email address or

telephone number within 30 days of being notified of winning at the email address or telephone number used to enter. Failure to respond shall mean that the Winner forfeits the prize. Sponsor is not required to award any prizes forfeited by the chosen Winner(s), but may, in its discretion, award the forfeited prize to the next-highest ranked eligible Essay.

Winners may be required to sign and return certain documents before receipt of a prize, including but not limited to, an Affidavit of Eligibility, a Liability Release, appropriate tax forms, and, where legally permissible, a Publicity Release. Failure to sign any such document upon the request of Sponsor may result in forfeiture of the prize.

**OWNERSHIP:** By submitting any photo, video, essay, or information to Sponsor, you hereby grant to Sponsor and its parents, affiliates, subsidiaries, licensees and assigns (collectively, "Sponsor Entities"), an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted photo, video, essay, or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose, to the fullest extent allowed by law. In addition to other things, the rights granted to Sponsor Entities include but is not limited to any moral rights, the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted photo or essay. By submitting any photo, essay, or information to Sponsor, you hereby represent and warrant that the submitted photo, essay, or information does not and shall not infringe on any copyright, any rights of privacy or publicity of any person, or any other right of any third party, and you have the right to grant any and all rights and licenses granted to Sponsor herein, including but not limited to all necessary rights under copyright, free and clear of any claims or encumbrances.

You acknowledge and agree that Sponsor shall have no obligation to post, display or otherwise make publicly available any photo, video, essay, or information submitted by you.

By submitting any photo, video, essay, or information to Sponsor, you hereby waive any privacy expectations that you may have with respect to any such photo, essay, or information submitted by you to Sponsor.

You hereby agree to hold Sponsor Entities, and their respective officers, directors, shareholders, employees, agents and representatives (collectively "Releasees") harmless from and against, and hereby waive any right to pursue, any claims of any nature arising in connection with the inclusion in, publication via or display on any Sponsor site, or any other use authorized under these Official Rules ("Rules"), of any photo, essay, or information submitted to Sponsor by you.

Photos, videos, essays, or information submitted by you to through Sponsor's website shall be the property of Sponsor, and Sponsor shall have no obligation to preserve, return or otherwise make available to you or others any photos, essays, or information so submitted.

**RELEASE:** By participating, each entrant agrees: (a) to abide by these Rules and decisions of Sponsor, which shall be final in all respects relating to this Contest; (b) to release, discharge and hold harmless Releasees from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or the acceptance, possession, use or misuse of any awarded prize (or portion thereof), including any/all travel/activity related thereto; and (c) to the use of his/her name, address (city and state), voice, performance, photograph, image and/or other likeness, and Essay, for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

Each Winner is responsible for the reporting and payment of all applicable federal, state and local taxes (including income taxes), if any, associated with their respective prize, and will, and hereby does, hold Sponsor harmless from liability for failure to timely report and/or pay such taxes.

**GENERAL CONDITIONS:** In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Rules (or if that individual is not eligible or is not the parent or legal guardian of an eligible entrant, that entry will be void). Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Releasees are not responsible for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Releasees are not responsible for late, lost, damaged, misdirected, incomplete, undeliverable, destroyed, garbled, postage-due, illegible, inaccurate, delayed or stolen entries or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether typographical, human mechanical, electronic, computer, network, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries or mail, the announcement of the prize or in any Contest-related materials. Releasees are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Releasees are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Sponsor may disqualify anyone from participating in the Contest or winning the prize (and void all associated entries) if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives.

ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right in its sole discretion to cancel, modify or suspend any portion of the Contest for any reason, including but not limited to should any cause corrupt the administration, security or proper play of the Contest. In the event of termination, Sponsor reserves the right in its sole discretion to determine the Winners from amongst the Entries submitted prior to the corruption or other issue with the Contest, or to choose no Winners at all.

**DISPUTE RESOLUTION:** Except where prohibited by law, as a condition of participating in this Contest, any dispute arising in connection with this Contest, these Rules, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held in Kansas City, Missouri; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction.

**LIMITATION OF LIABILITY:** Under no circumstances will an entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, whether foreseeable or not and whether based on negligence or otherwise, including attorneys' fees, other than entrant's

actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and entrant further waives all rights to have damages multiplied or increased.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Missouri.

**RULES AND WINNER'S LIST:** For a copy of these Rules or a list of Winners mail a self-addressed stamped envelope to:

Essay Contest, c/o DiPasquale Moore Law Firm Foundation, 4050 Pennsylvania Ave. STE 121, Kansas City, Missouri 64111.