

Andymation Flipbook Fest 2024 Entry Form and Rules

To submit your flipbooks by mail:
FILL OUT PAGE 2 OF THIS FORM COMPLETELY,
AND INCLUDE IT WITH YOUR SUBMISSION.

(Page 2 is the only page you need to print. No other pages need to be included.)

***** If you prefer to submit your flipbook by video instead, do not use this form. Video submissions will be accepted later, via the soon-to-be-released Andymation mobile app.*****

Mail your flipbook and entry form to this address:

Andymation
7202 NE Hwy 99 Suite 106-255
Vancouver, WA 98665
USA

Flipbooks and Entry Forms must be received by Andymation no later than 11:59 PM PST on January 31, 2024, so please take shipping times into consideration.

Your name must be written on the back of your flipbook.

After all submissions are received, Andy will choose the top ten flipbooks and feature them in a YouTube video. The top 10 flipbook creators will also get a one-on-one zoom call with Andy.

Andy will also pick ten flipbooks at random, and those ten random creators will have their flipbooks featured in the video, and those creators will also get a one-on-one zoom call with Andy.

It is highly encouraged to make your flipbook with index cards or flipbook paper.

Flipbooks made on Post-it Notes are difficult to flip and might not be included in the results video.

Andymation Brand Flipbook Paper is best 😊 but index cards work well, too.

Print this page and include it with your flipbook.

FLIPBOOK FEST 2024 ENTRY FORM

Yes, you may send more than one flipbook. Your name must be written on the back of your flipbook(s).

Your Real Name: _____ Your Age: _____

Parent/Legal Guardian Name (if under 18): _____

Flipbook Title(s): _____

Your name as you want it to appear in the Flipbook Fest video (nickname or handle is OK):

Your complete mailing address: _____

Your phone number: _____

Your email address (or parent's email address): _____

By signing below I certify that the following statements are true:

- My flipbook is an original creation and does not violate any copyrights or the rights of any other person or entity.
- I understand that my flipbook may or may not be chosen to be featured in a video.
- In the event a flipbook is being submitted by a minor, I am the minor's parent or legal guardian and I consent to the minor's participation in Andymation's Flipbook Fest 2024.
- I hereby grant Andymation an irrevocable, fully paid-up, worldwide, royalty-free, sublicensable, and transferable right and license to display, create derivatives of, and otherwise use in perpetuity my flipbook and name or my child's flipbook and name on Andymation's YouTube channel and other social media, and I do not expect any monetary, material, or other forms of consideration in return.
- I hereby certify that I have read and understood the Official Rules, that I have complied with the Official Rules, and that I am eligible to participate in the Flipbook Fest.
- This flipbook and/or my child's participation will comply with the Community Guidelines set forth by YouTube at <https://www.youtube.com/howyoutubeworks/policies/community-guidelines/> And must comply with YouTube's terms of service as shown at <https://www.youtube.com/static?gl=US&template=terms>
- The personal information collected above will only be used to contact the respective "winners." The information will not be advertised, marketed, given away, or used to contact the entrants other than to notify potential winners. The information will be destroyed after the completion of the giveaway.

Check only one (1) option below:

____ I willingly submit my flipbook with no expectation of it being returned to me.

____ I live in the U.S. and I want my flipbook to be returned to me. I have enclosed \$5 USD cash, check, or money order, for return shipping costs (\$10 if returning multiple flipbooks.) Allow approximately 4-8 weeks for return shipping, after Flipbook Fest is complete. You will receive an email notification when your package ships.

____ I live outside the U.S. and I want my flipbook to be returned to me. I have enclosed the equivalent of \$15 USD (foreign currency is okay if equivalent amount) to cover part of the return shipping costs. Please allow 6-8 weeks for return shipping. You will receive an email notification when your package ships.

IMPORTANT! ONLY THOSE WITH COMPLETE, LEGIBLE ENTRY FORMS WILL BE RETURNED. IF YOUR ADDRESS IS INCOMPLETE, ILLEGIBLE, OR YOUR EMAIL ADDRESS IS MISSING, YOUR FLIPBOOK WILL NOT BE RETURNED.

Signature: _____ (Parent/Guardian if Under 18) **Date:** _____

Official Rules for Andymation Flipbook Fest 2024

NO PURCHASE NECESSARY TO ENTER OR BE SELECTED AS A FEATURED CREATOR. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO INDIVIDUAL, WHO ARE OVER THE AGE OF EIGHTEEN (18) OR ARE UNDER EIGHTEEN (18) AND ENTRANT'S PARENT OR LEGAL GUARDIAN HAS SIGNED THE FLIPBOOK FEST 2024 ENTRY FORM. VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL REGULATIONS APPLY. BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, THAT YOU MEET THE ELIGIBILITY REQUIREMENTS FOR THIS PROMOTION.

Introduction

These rules (the "Official Rules") govern the Andymation Flipbook Fest 2024 (the "Flipbook Fest") being conducted and sponsored by Andymation LLC ("Company" and/or "Sponsor") via the Company's official YouTube channel and Instagram page (the "Website(s)"). As part of Flipbook Fest, Company will evaluate flipbook submissions and select the ten (10) best flipbooks to be featured in a video (the "Contest"). Remaining submissions will be entered into a random drawing and ten (10) additional entrants will be selected to also be featured in a video. Company is the administrator of this Flipbook Fest and will be solely responsible for resolving any disputes that arise regarding these Official Rules.

Company's address is 7202 NE Hwy 99 Suite 106-255, Vancouver, WA 98665. The Flipbook Fest is not sponsored, endorsed, administered, or in any way affiliated with YouTube, Instagram, or any entity or person other than the Company.

Entry Period

Participants may enter the contest starting at 12:01 AM PST on November 4, 2023, and ending at 11:59 PM PST on January 31, 2024 (the "Entry Period"). All entries must be received no later than 11:59 PM PST on January 31, 2024 .

Eligibility

Flipbook Fest is open to all natural persons who: (i) enter into the Flipbook Fest by following the Entry Method described below, including via AMOE Entry; (ii) are living in a location the laws of which allow the Flipbook Fest, without a required permit fee, bonding fee, or registration requirement (the "Territory"); and (iii) are at least eighteen (18) years of age or older as of the start of the Entry Period, or are a minor and have provided the signature of a parent or legal guardian on the Flipbook Fest 2024 Entry Form (the "Entry Form"), consenting to that minor's participation in the Flipbook Fest (the "Entrants"). By entering the Flipbook Fest the Entrant certifies that Entrant is eligible to participate as described in these Official Rules. Where an Entrant's entry into the Flipbook Fest is prohibited by law, such Entrant's entry shall be null and void. Entrants shall not include persons residing in other territories or any other jurisdiction where the Flipbook Fest is prohibited, or jurisdictions in which the Flipbook Fest would be subject to a registration or bonding requirement. The Flipbook Fest is subject to federal, state and local laws and regulations. Offer is void where prohibited by law.

Furthermore, the following individuals are ineligible to enter: employees, directors, and officers of Company, any person helping Andymation conduct the Flipbook Fest, Company subsidiaries and affiliates, and any advertising or promotional agencies involved in the administration of this Flipbook Fest (collectively with the Company, the "Giveaway Entities"); and the

immediate family members and those living in the same household of such persons (whether related or not). Immediate family members include spouses, children, stepchildren, parents, stepparents, siblings, and stepsiblings.

Proof of age, identity, consent of a parent or legal guardian for a minor Entrant, residence, and eligibility must be furnished upon request. All entry information must be complete and accurate. For the purposes of the Flipbook Fest, address will be the physical address where Entrant permanently resides at the time of the Entrant's entry into the Flipbook Fest. The Entrant's e-mail address will be the e-mail address submitted at the time of entry into the Flipbook Fest. Entrants will not be allowed to change their physical address or e-mail address after Entrant's entry into the Flipbook Fest.

Entry Method

Entrants may enter the Flipbook Fest by mailing an original flipbook and the completed Entry Form to Andymation at 7202 NE Hwy 99, Suite 106-255, Vancouver, WA 98665, USA (the "Entry Method"). All flipbook submissions must be hand-drawn original works produced and created entirely by the Entrant. By submitting a flipbook Entrant certifies that the flipbook is entirely his/her work and that Entrant's submission does not infringe upon the legal rights of any other person or entity. Further, by complying with the Entry Method, Entrant consents to Company publishing, displaying, showing, using, manipulating, and/or exploiting the flipbook, in whole or in part, along with Entrant's name, on Company's Websites in any form, in perpetuity. All flipbooks and Entry Forms must be submitted by 11:59 PM PST on January 31, 2024, or they will be declared null and void.

Entrants may also enter the Flipbook Fest using the alternative method of entry. The Entrant may submit a video recording of their flipbook. A separate/differnt entry form will be required for video submissions.

Flipbook Contest

After the Entry Period Andy Bailey (the "Judge") will review all of the flipbook submissions and select the ten best and most skillful flipbooks (the "Contest Winners" and collectively with the Random Winners the "Random Winners"). Judge is an experienced professional animator who has animated on four Oscar-nominated films. Judge has created hundreds of flipbooks, reviewed thousands, and has judged flipbook contests in the past. Judge's selections are final and are not subject to any review or petition from Entrants. The Judge will objectively evaluate each flipbook based on the skill, concept, story, and craftsmanship of the respective flipbook. Select individuals will assist the Judge in reviewing the flipbooks, but Judge will be the sole and final decision- maker for selecting the Contest Winners. Judge's selections are final and are not subject to any review or petition from Entrants.

Contest winners will be contacted at the e-mail address provided by Entrant in the Entry Form. The selected Contest Winners will be announced on or about February 29, 2024. Any Contest Winner is considered a potential Contest Winner pending verification of his/her eligibility and compliance with these Official Rules. If a potential Contest Winner is unable to provide proof of eligibility and/or compliance with these Official Rules that Contest Winner's winning entry may be deemed void at the Company's sole discretion. In the case of a Contest Winner or multiple Contest Winners not responding within the times outlined in these Official Rules, Company may, but is not required to, select additional Contest Winners using the same method in which case the prior selected Contest Winner's entries shall be declared null and void. In the event that a Contest Winner is an Entrant under eighteen

(18) years old entering with parental consent, the parent or legal guardian shall be deemed the Contest Winner. In the event that

multiple Entrants attempt to claim the same winning flipbook, the authorized account holder named for the e-mail address, as defined below, shall determine the Winner. If the authorized account holder name for the e-mail address does not establish a clear winner, Company may award the prize or not award the prize at Company's sole discretion.

Random Giveaway Drawing

Ten (10) Entrants will be randomly selected to have their flipbook(s) featured in a video (the "Random Winners" and collectively with the Contest Winners as the "Winners"). Company will supervise the random selection of Random Winners. Company will put one (1) Entry Form for each remaining Entrant into a blind container. Company will ensure that only one (1) form per eligible Entrant will be put into the blind container. Judge will blindly and randomly pull ten (10) winning forms from the blind container. The selection will be completely random. In no way will the quality or content of the Entrant's flipbooks submission(s), or lack of flipbook submission, impact the random selection of the potential Random Winners. Random Winners will be contacted upon selection via the e-mail address provided by Entrant to enter the Flipbook Fest. In the event that a Random Winner is an Entrant under eighteen (18) years old entering with parental consent, the parent or legal guardian shall be deemed the Random Winner. Any Random Winner is considered a potential Winner pending verification of his/her eligibility and compliance with these Official Rules. If a potential Random Winner is unable to provide proof of eligibility and/or compliance with these Official Rules that Random Winner's winning entry may be deemed void at the Company's sole discretion. In the case of a Random Winner or multiple Random Winners not responding within the times outlined in these Official Rules, the Company may, but is not required to, select additional Random Winners using the same method in which case the prior selected Random Winner's entries shall be declared null and void.

Winners, Odds of Winning

Winners: After confirmation of eligibility and compliance with these Official Rules, Contest Winners will each have their flipbook(s) featured in a YouTube video. Winners will also be entitled to a one-on-one video call with Andy Bailey.

After confirmation of eligibility and compliance with these Official Rules, Random Winners will each have their flipbook(s) featured in a YouTube video. Random winners will also be entitled to a one-on-one video call with Andy Bailey.

Odds of Winning: The odds of winning depend on the total number of eligible entries.

All other costs and expenses not expressly set forth herein are the Winner's sole responsibility, including but not limited to any shipping and handling fees.

Being Notified

The potential Winners will be notified via the e-mail address provided by the Entrant to join the Flipbook Fest, within seven (7) business days of the random drawing and the selection of Contest Winners. In the event that a Winner is an Entrant under eighteen (18) years old entering with parental consent, the parent or legal guardian shall be deemed the Winner. Before being declared the winner, he/she may be required to execute and return an Affidavit of Eligibility/Liability & Public Release, copy of the potential Winner's driver's license or government-issued identification, and/or tax acknowledgment form no later than five (5) calendar days from being contacted or Prize may be forfeited at Company's sole discretion. Upon verification of eligibility and submission of any required documentation, Winner will coordinate with Company to arrange for delivery of the prize. Public announcement of the Winners may take place on or about February 29, 2024.

Company will attempt to notify the potential Winners as set forth above, but Company is not responsible for any undelivered direct messages, including without limitation direct messages that are not received because of the Winner's privacy or spam filter settings which may divert any e-mail, including a Winner notification e-mail to a spam or junk folder. If the potential Winner is found to be ineligible or not in compliance with these Official Rules or declines to accept the video call with Andy Bailey, Company is unable to contact a potential Winner, the video call will be forfeited. If the Company wishes to select an alternative potential Winner, Company may select the alternative potential Winner in a manner similar to those procedures already described in these Official Rules. The potential replacement Winner will be subject to the same requirements and obligations as set forth for potential Winners in these Official Rules.

Privacy Disclosures

To the extent Company collects or possesses personal identifying information from Entrants, such personal information will solely be used or shared with third parties in connection with Company's performance of its obligations concerning the Flipbook Fest hereunder. If an Entrant provides personal information in connection with Company's eligibility verification procedures, the Company will treat all personal information collected hereunder in accordance with any applicable data protection laws.

Limitation of Liability

By entering into this Flipbook Fest, Entrants agree that the Contest Entities, Company, Instagram, YouTube, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, webmasters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, or undeliverable direct messages or e-mail notifications or postal mail; or any lost, stolen, or damaged flipbooks sent or returned via postal mail; for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration or eligibility-defining information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking; or by any of the equipment or programming associated with or utilized in the Flipbook Fest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft

or destruction or unauthorized access to the Website or any Flipbook Fest-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Flipbook Fest and/or accepting or using the prize.

If for any reason, the Flipbook Fest is not capable of running as planned, Company reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Flipbook Fest and/or proceed with the Flipbook Fest, including the selection of the winners in a manner it deems fair and reasonable including the selection of the winners from among eligible entries received before such cancellation, termination, modification or suspension.

By entering the Flipbook Fest, each Entrant agrees: (i) to be bound by these Official Rules and by all applicable state and federal laws and by the decisions of Company, which will be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Flipbook Fest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Flipbook Fest, including but not limited to any Flipbook Fest-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Flipbook Fest, (b) violation of Entrant's privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Flipbook Fest materials, (d) acceptance, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize or flipbook submission (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Company's control, including but not limited to by reason of any acts of God, any action, regulation, order, or request by any governmental or quasi-governmental entity (whether or not such action, regulation, order or request proves to be invalid), equipment failure, or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Flipbook Fest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider utilized by any of the Released Parties or by an Entrant, (j) interruption or inability to access the Flipbook Fest, the Website or any other Flipbook Fest-related

websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Entrant's (or any third person's) equipment used to access the Flipbook Fest and/or its contents related to or resulting from any part of the Flipbook Fest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable, or damaged flipbook entries or AMOE entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged, or destroyed prizes or flipbooks (or any element thereof), or (p) the negligence or willful misconduct by Entrant.

Without limiting the foregoing, everything regarding this Flipbook Fest, including the Website and any potential Prize, are **provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement**, except for any express manufacturer's warranty as may be included with the prize. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

Indemnification

Each Entrant agrees, to the maximum extent permitted by law, to indemnify, defend, and hold harmless the Released Parties from and against any and all tax liability that may be imposed or associated with his/her receipt or use of any Flipbook Fest prize and any and all cost, loss, damage, penalty, or expenses (including, without limitation, reasonable attorneys' fees) arising from third-party claims, lawsuits, judgments, causes of action, proceedings, or demands brought or asserted against Released Parties that may arise in connection with (a) the Entrant's receipt, ownership, or use of any Flipbook Fest prize, (b) the Entrant's participation in any Flipbook Fest-related or prize-related activity, (c) the Entrant's violation or alleged violation of any third-party privacy, personal, publicity, intellectual property, or proprietary rights, (d) the Entrant's negligence or willful misconduct, (e) any conduct of the Entrant associated with Entrant's participation or attempted participation in the Flipbook Fest.

Miscellaneous

THIS FLIPBOOK FEST IS GOVERNED BY AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, AND THE FORUM AND VENUE FOR ANY DISPUTE WILL BE IN CLARK COUNTY, WASHINGTON. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS FLIPBOOK FEST THAT IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"), AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE AAA RULES FOR THE SELECTION OF AN ARBITRATOR WILL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR WILL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN WASHINGTON. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CLARK COUNTY, WASHINGTON IN THE ENGLISH LANGUAGE. THE REMEDY FOR ANY CLAIM WILL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT WILL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR ENTITIES AND/OR ANY OTHER PARTY WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS OR REPRESENTATIVE ACTION. ANY DEMAND FOR ARBITRATION OR ANY OTHER CLAIM OR ACTION ARISING OUT OF OR RELATING TO THE GIVEAWAY MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION WILL BE FOREVER BARRED.

Further, Entrants hereby waive all rights to (i) claim punitive, exemplary, special, incidental, indirect, and consequential damages, and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any Entrant and/or Giveaway Entities and/or Released Parties and/or any other party will be resolved individually, without resort to any form of class action.

Any attempted form of participation in this Flipbook Fest other than as described herein is void. If it is discovered or suspected in Company's sole and absolute discretion that an Entrant has registered or attempted to register more than once using multiple e-mail addresses, accounts, multiple identities, proxy servers, or like methods, all of that Entrant's entries will be declared null and void, and that Entrant will be ineligible to win the Prize. Also, if it is discovered that any Entrant attempts to receive additional

entries above the stated limitation, that Entrant may, at Company's sole discretion, be disqualified from the Flipbook Fest. In the event of a dispute as to the identity of a Winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted per AMOE Entry or the e-mail address listed for the respective social media account per the Entry Method. "Authorized Account Holder" is defined as a natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the respective account or e-mail address. Company reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Flipbook Fest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Flipbook Fest. Any use of robotic, automatic, macro, programmed, third-party, or like methods to participate in the Flipbook Fest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS FLIPBOOK FEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof will be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Company's interpretation and application of these Official Rules are final and binding. Company's failure to enforce any term of these Official Rules will not constitute a waiver of that provision and such provision will remain in full force and effect. All entries and/or materials submitted become the property of Company and will not be returned. In the event of any conflict with any Flipbook Fest details contained in these Official Rules and Flipbook Fest details contained in any promotional materials (including but not limited to point of sale, television and print and internet advertising, promotional packaging, and other promotional media), the details of the Flipbook Fest as outlined in these Official Rules will prevail.

Publicity Rights

Entrants hereby irrevocably permit, authorize, grant, and license Company and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them ("Authorized Persons"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use Entrant's flipbook, handle, and name and all materials created by or on behalf of Company that incorporates any of the foregoing ("Materials") in perpetuity, throughout the universe, in any medium or format whatsoever now existing or hereafter created on any platform and for any purpose.

Company shall be the exclusive owner of all rights, including copyright, in the Materials. Entrant hereby irrevocably transfers, assigns, and otherwise conveys to Company their entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. Entrant acknowledges and agrees that they have no right to review or approve Materials before they are used by Company and that Company has no liability to Entrant for any editing or alteration of the Materials or for any distortion or other effects resulting from Company's editing, alteration, or use of the Materials, or Company's presentation of Entrant. Any credit or other acknowledgment of Entrant, if any, shall be determined by Company in Company's sole discretion. Company has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, Entrant hereby irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims"), arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part from the negligence of Company or any other person, and Entrant hereby covenants not to make or bring any such Claim against any Authorized Persons and forever release and discharge the Authorized Persons from liability under such Claims.

Entrant agrees that the property of Company is and shall always remain the property of the Company. Entrants shall not use the content produced under these rules to promote their own material on their own social media and network channels.

If Entrant is a resident of Tennessee, Entrant waives any rights of publicity as outlined by Title 46, Chapter 25, Part 11 – Protection of Personal Rights and claims that may reside therein for the purposes of these Official Rules and as an official Entrant in this Flipbook Fest. Tennessee Entrant further waives any claims under the aforementioned statute for eternity and all-time for any usage and participation as a potential winner of the Flipbook Fest.

Official Rules and Winner List

To obtain a copy of these Official Rules or the identity of the winners of the Flipbook Fest, mail a self-addressed, stamped (although Vermont residents may omit return postage), business-sized envelope specifying “Official Rules” or “Winner Identification” to Andymation at 7202 NE Hwy 99 Suite 106-255, Vancouver, WA 98665. Requests pursuant to this heading must be received within twelve (12) months of the end of the Entry Period.