

## Queerbook 2024 Official Rules

Queerbook 2024 (the "**Contest**") aims to capture the voices of a generation and represent a moment in time reflective of today's queer youth experiences in a powerful collection published in a book entitled "Queerbook 2024" (the "**Book**"). No purchase or payment of any kind is necessary to enter or win this Contest. Any purchase or payment will not increase your chance of winning the Contest. Contest begins at 10am PST on August 21, 2023 and ends at the same time on September 15, 2023 with the possibility of being extended to September 30, 2023 at 11:59pm PST, which will be announced via Company socials or posted on the website ("**Contest Period**"). Before entering the Contest, each eligible entrant (each an "**Entrant**" or "**you**" or "**your**"), must review and agree to be bound by these Official Rules as set out below. By entering the Contest, Entrants accept and agree to be bound by the Official Rules and accept the decisions of the Company as final and binding in all respects. Online entry is the only method of entry. All referenced links throughout the Official Rules are either pasted herein or embedded directly in the accompanying text. Void where prohibited.

1. **Company.** The Contest is administered by the IOLA Foundation d/b/a It Gets Better Project ("**Company**"). This Contest is in no way sponsored, endorsed, administered by, or otherwise associated with any third party platform, including but not limited to social media platforms such as YouTube, Instagram, Meta (formerly Facebook), LinkedIn, Reddit, and TikTok.
2. **ELIGIBILITY:** The Contest is open to legal residents of the United States and the District of Columbia (excluding Arizona) who: (a) identify as LGBTQ+; and either (b) between the age of majority in their state of residence and 24 as of August 21, 2023; or (b) at least 13 years of age as of August 21, 2023 and has shown these Official Rules to a legal guardian or parent (a "**Legal Guardian**") who has read such, consents to an Entrant's participation hereunder and agrees to be bound by all terms and conditions herein. Employees, agents or representatives of the Company and Company's advertising and promotional agencies, as well as any other entities participating in the design, marketing, administration, or fulfillment of this Contest as well as each of their parent corporations, subsidiaries and affiliated companies (collectively with Company, the "**Contest Entities**"), and each of their immediate families and members of their households are ineligible to participate in this Contest.
3. **TIMING.** The Contest consists of the following phases:

Dates	
Contest Period	<b>Begins:</b> August 21, 2023 at 10am PST <b>Ends:</b> September 15, 2023 at 11:59pm PST with the possibility of being extended to September 30, 2023 at 11:59pm PST upon announcement as noted above
Judging phase	End of September through end of October 2023
Potential Finalist Notification	On or around late October/early November 2023
Book publication	Early 2024

Company's computer is the official time-keeping device for the Contest.

4. **HOW TO ENTER.** During the Contest Period, Entrants must complete and submit the following (collectively, the "**Entry**" or "**Entries**"). Each Entrant may submit up to two (2) Entries featuring two (2) different Pieces, provided that each Entry must be a standalone submission inclusive of all details below (e.g. no Part I and II):

- a. **The Registration Form:** the Contest Entry form is available here: [itgetsbetter.submittable.com/submit](https://itgetsbetter.submittable.com/submit), and includes an "About You" section containing questions about your personal and other identifying information and your bio that tells Company, in 300 words or less, about you. Your bio can incorporate elements of your personal story, aspects of your identity, how you got into your selected medium of expression, or what inspired your submission;
- b. **The Piece Submission:** an original piece that is viewable when published in a hard copy and digital book (including but not limited to, artwork, short story, photograph, poem, or essay), responsive to the question and theme of "**what's your LGBTQ+ utopia?**" (also referred to herein as a "**Piece**"). Each Piece should respond to the question and/or touch upon any aspect of the Entrant's desired LGBTQ+ utopia and what future they hope to achieve. This can include, but certainly is not limited to:
- i. Finding queer joy
  - ii. Creating chosen family or community
  - iii. Embracing intersectionality
  - iv. Learning LGBTQ+ history
  - v. Experiencing gender euphoria
  - vi. Celebrating LGBTQ+ culture
  - vii. Discovering your identity
  - viii. Embodying your whole authentic self
- c. **The Personal Statement:** a written statement that responds to the following:
- i. Title of the Piece
  - ii. Which of the following best describes the Piece?
    - o Visual art (e.g. painting, drawing, illustration, etc.)
    - o Photograph
    - o Comic strip
    - o Short story
    - o Essay
    - o Poem
    - o Song lyrics
    - o Advice column
    - o Other- [insert description]
  - iii. Brief Description of the Piece [300 words or less].
    - o Include any themes or topics about your LGBTQ+ utopia that the Piece highlights.
    - o You must let us know if your Piece is featured anywhere else, particularly for profit.
  - iv. Why should this Piece be chosen for the Book?
  - v. Would you like your Piece to be anonymous? By selecting 'Yes,' your Piece, if selected, would be credited in the book as 'Anonymous, [your age], [your state].'
    - Yes
    - No
  - vi. Provide any additional information you'd like to share.

**5. ENTRY GUIDELINES.** All Entries must comply with the following guidelines:

- a. Entries must be in English, Spanish, or a combination of both and will be published in its presented format.
- b. All submissions should be submitted in high-resolution and must be compatible for a book, both in digital and print versions (moving images or audio, for example, would not be compatible).
  - o *For visual submissions:*
    - Piece should fit in a 1 x 1 square (like on Instagram).
    - 100 MB file size or smaller.
  - o *For written/text submissions:*

- 500 words maximum for each Piece.
  - If you'd like your Piece to feature original handwriting, upload a scan/.pdf of a single 8.5" x 11" page.
- c. Any Entry, including the Piece Submission and the Personal Statement, must not include any material that:
- Is inappropriate, hateful, tortious, slanderous, defamatory, threatening, indecent, violent, libelous, obscene or offensive, refers to dangerous, unlawful or illegal acts, promotes a political agenda, or may involve any criminal or civil liability.
  - Promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion or religious beliefs, nationality, disability, sexual orientation, veteran status, gender, or age.
  - Violates or infringes upon the rights of any third party, including, without limitation, copyrights, trademarks or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or whose use by the Company requires a license or permission from or payment to any third party.
  - Is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created.
  - Identifies any person other than the Entrant by name or other identifiable elements so that the Entry or any part thereof, including the Piece, may be used by the Company as set forth in these Official Rules. Further, the Piece and Personal Statement must be an original work of Entrant and must not include, be based on, or derived from, in whole or in part, any AI assistance or similar support, pre-existing or third-party designs, trademarks, or copyrighted images.
  - Company, in their sole discretion, deems it inappropriate for public dissemination.
- d. By submitting an Entry, Entrant represents and warrants that Entrant has complied with all of the foregoing requirements and obtained all permissions, licenses and consents that are necessary to submit and use the Entry, including the Piece Submission, as permitted by these Official Rules. Each Entrant agrees to provide to Company, at the Company's request, copies of all such permissions, licenses and consents to use the Entry as permitted by these Official Rules. Company reserves the right in its sole discretion to disqualify Entrants or Entries for not meeting any of the requirements outlined above or for any other reasons. Entries cannot be withdrawn, revised or altered once submitted unless Company agrees to such in writing.

**6. FINALIST SELECTION.** All Entries that comply with the Entry Guidelines and requirements hereunder will be reviewed by a panel of the Company's current cohort of [Youth Voices](#) with support from Company designated staff (the "**Judges**") who will judge the Entries based on criteria listed below ("**Judging Criteria**"). Judges will award a score of 0 – 100 for each Judging Criteria category:

- a. Eligibility (25%): How well does the Entry meet the guidelines that have been provided?
- b. Prompt (30%): How well does the Entry specifically answer the prompt, "What's your LGBTQ+ utopia?"
- c. Originality (25%): How well does the Entry exhibit originality, creativity, and imagination?
- d. Composition (20%): Does the Piece feel complete and, together with the description provided, convey a clear and intentional message for the observer?

Any ties will be broken using the score for the Prompt first, and then the score for Originality second. Company will select between 50 and 100 Entries with the highest scores based on the Judging Criteria and notify such Entrants (the "**Potential Finalists**") by email at the email address provided by the Entrant when entering the Contest. In the event Company is unable to contact a Potential Finalist, an alternate Potential Finalist may be selected from the next highest scoring Entry based on the Judging Criteria.

The e-mail notification will include an Affidavit of Eligibility, Liability, and Publicity Release (the "**Release**") which must be returned no later than November 10, 2023 or other such date specified by Company (the "**Release Deadline**"). Those who satisfactorily return a completed Release by the Release Deadline and are notified that verification is complete shall each be a "**Confirmed Finalist**". If a Potential Finalist fails to submit the Release with all information required by the Release Deadline, the Company reserves the right to disqualify the Potential Finalist, select another Potential Finalist

from the next highest scoring Entry, and the Company shall be fully and completely released and discharged from any liability or responsibility in this regard.

Except where prohibited by law, by completing the Release, each Confirmed Finalist hereby irrevocably and exclusively grants to the Contest Entities, and their licensees, affiliates, and assigns (collectively, the "**Licensed Parties**"), a royalty-free and fully paid up right and license, including the right to sublicense on the terms herein (but not obligation) to use the Entry (including Piece Submission and Personal Statement), photograph, likeness, statements, voice, and biographical information related thereto which are provided with the Entries, or connected to the Contest or Entrant's participation thereto (collectively, the "**Materials**"), in whole or in part, throughout the universe, in perpetuity in any and all media, whether now or hereafter known or devised, only in the Book and in connection with the promotion of the Book, this Contest, and future versions of this Contest. This means that Company may (and will only use) Entrant's Materials for judging and selecting Potential Finalists, and will only use those Confirmed Finalists' Materials as contemplated herein. Company will not use an Entrant's Materials for any other purpose. Entrant hereby irrevocably waives all so-called "moral rights of authors" and "droit moral" rights (and any similar rights under the laws of any country of the world) in connection with the Materials and permitted exploitation contemplated hereunder.

Company is not responsible if the Contest is delayed, postponed or canceled for any reason.

7. **PRIZES AND TAXES:** Each Confirmed Finalist shall receive the following prize (each a "**Prize**"):
- Cash award in the amount of \$100.00 USD payable by check or ACH and
  - A hard copy of the published Book

The approximate value of all Prizes is between \$6,250 and \$12,500 USD. Confirmed Finalists may not substitute, assign or transfer Prize or redeem the Book for cash, but Company reserves the right, in their sole discretion, to substitute a Prize (or portion thereof) with one of comparable or greater value. Each Confirmed Finalist is solely responsible for all taxes and any costs or expenses associated with or resulting from the Contest and accepting any Prize. Each Confirmed Finalist shall provide, upon Company's request, all available information that Company may reasonably require to fulfill their obligations under any national, state, provincial, or local tax statute, regulation, or rule. Each Confirmed Finalist acknowledges that Company will rely upon such information to prepare all relevant tax materials, if any.

8. **RELEASE:** This Contest is subject to all applicable federal, state, and local laws of the United States. By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Company and waive any and all right to claim ambiguity in the Contest or these Official Rules or that an Entrant's publicity or similar rights were infringed upon. Entrants and Confirmed Finalists also agree to release, discharge, indemnify and hold harmless the Licensed Parties, Instagram, Meta (formerly Facebook), YouTube, Tumblr, LinkedIn, Reddit, and TikTok, and each of their respective officers, directors, employees, representatives and agents (collectively, the "**Released Parties**") from and against any claims, damages, disability, attorneys' fees and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property; or of any acceptance, possession, ownership, misuse of any prize. Company may rescind any aspect of the Contest, in whole or in part, found to contain such errors without liability at its sole discretion.

THE CONTEST ENTITIES DO NOT MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE OR, IF APPLICABLE, ANY PRIZE COMPONENTS, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OR GOVERNMENT OR AUTHORITY.

9. **LIMITATION OF LIABILITY:** The Released Parties are not responsible for: (i) lost, late, misdirected, undeliverable or incomplete Entries due to system errors or failure, or faulty transmissions or other telecommunications malfunctions and/or entries; (ii) technical failures of any kinds; (iii) failures of any of the equipment or programming associated with or utilized in the Contest; (iv) unauthorized human and/or mechanical intervention in any part of the entry process or the Contest; (v) technical or human error which may occur in the administration of the Contest or the processing of entries; or (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or part, from Entrant's participation in the Contest or receipt or use of any Prize. If for any reason an Entrant's entry is confirmed

to have been erroneously deleted, lost or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Contest. If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Company which corrupts or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Company reserves the right at its sole discretion to cancel, terminate, modify, or suspend all or any part of the Contest and to select Potential Finalists from among all eligible Entries received by Company up until the time of such cancellation, termination, modification or suspension, as applicable.

To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

10. **JURY TRIAL WAIVER:** EXPECT AS PROHIBITED BY LAW AND AS A CONDITION OF PARTICIPATING IN THIS CONTEST, ENTRANT HEREBY WAIVES ANY RIGHT HE/SHE/THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTEST, ANY DOCUMENT OR AGREEMENT ENTERED INTO CONNECTION HEREWITH AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.
11. **APPLICABLE LAWS AND JURISDICTION.** This Contest is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules for this Contest, and all disputes arising out of or connected to this Contest (collectively, the "**Disputes**") shall be governed by the laws of the State of California, without regard to any principles of conflict of laws, except that the arbitration clause herein shall be governed by the Federal Arbitration Act. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by binding arbitration by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association, in Los Angeles County, California. The arbitrator shall be an expert in the field of intellectual property law and marketing. All parties shall bear their own expenses, except that parties shall equally share the expenses of the arbitrator (except for the required non-refundable filing fees which shall be paid solely by the party asserting the related claim). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
12. **PRIVACY POLICY AND TERMS OF USE:** By entering this Contest, you acknowledge and agree that: (i) you have opted-in to the respective Contest Entities', including the Company's Terms of Use and Privacy Policy, copies which are available [here](#) and [here](#), respectively, which may be updated from time to time without notice (collectively, the "**Company Terms**"); (ii) by opting-in, you have read and consent to the foregoing; and (iii) are giving your permission to receive emails from the Company. You further acknowledge that if you are chosen as a Potential Finalist, certain of your identifying information may be disclosed to third parties as required by law, including, without limitation, on a winners' list. Without limiting the foregoing, by entering the Contest and voluntarily providing your Entries and personal information as described in these Official Rules, you agree to the collection and use of your personal information by the Contest Entities for the purpose of administering the Contest.
13. **FORCE MAJEURE.** The failure of Company to comply with any provision of these Official Rules due to an act of God, hurricane, war, terrorism, fire, riot, earthquake, actions of governmental authorities outside the control of Company or other force majeure event shall not be considered a breach of these Official Rules.
14. **RULES/CONFIRMED FINALISTS LIST:** For 60 days after the Confirmed Finalists are announced on Company's website, you may send an email to [education@itgetsbetter.org](mailto:education@itgetsbetter.org) for the names of the Confirmed Finalists. In the subject of the email, type "**Queerbook 2024 – Confirmed Finalists List**". No correspondence will be entered into except as noted herein.