

## CHICK-FIL-A® KID CREATED GAMES PROMOTION TERMS AND CONDITIONS

The Chick-fil-A Kid Created Games promotion ("Promotion") is provided by Chick-fil-A, Inc. ("Chick-fil-A" or "we"). By submitting a submission form and art sheet (as defined below), you (as participant) agree to comply with these Terms and Conditions ("Terms") and agree that Chick-fil-A's decisions with respect to operation of the Promotion and any use of any Submission (as defined below) are final in all respects. We reserve the right to discontinue the Promotion and the acceptance of Submissions at any time.

**ELIGIBILITY.** To complete the online submission form and submit an art sheet on [www.kidcreatedgames.com](http://www.kidcreatedgames.com) (the "Promotion Website"), you must be at least 18 years or older, live in one of the 50 U.S. states or the District of Columbia, and be the **parent or legal guardian of the child who completes the art sheet**. We reserve the right to verify the eligibility of each participant.

**HOW TO PARTICIPATE.** Complete the following steps:

- (1) Download a coloring sheet or drawing sheet (each, an "art sheet"), available via a link on the Promotion Website.
- (2) Have your child between the ages of 4-12 color and/or draw on the art sheet. **Artists must use crayons to complete their artwork.**
- (3) Scan or take a picture of the completed art sheet ONLY (do not include a picture of you or your child with the submission). *Note: when photographing the art sheet, please do so in a well-lit area using portrait (and not landscape) orientation and do not use any filters or photo enhancing features.*
- (4) Access and complete the online submission form on the Promotion Website, upload the art sheet, and submit the completed form with the art sheet (each a "Submission"). **Please do not include any names, words or letters, including the name or initials of your child or your child's age, inside the box on the art sheet. It may disqualify the Submission.**
- (5) Indicate your review and acceptance of these Terms, the Privacy Policy, and the Art Release by checking the applicable boxes provided with the online submission form.

Art sheets (as well as tips and tricks for completing them) are also available at The Chicken Wire® (<https://thechickenwire.chick-fil-a.com/>).

**Limit one (1) art sheet per child. Parents making Submissions for multiple children may submit only one (1) art sheet per child.**

Submissions must adhere to all requirements set forth in these Terms and on the Promotion Website. Only Submissions submitted in accordance with these Terms will be accepted. No faxed, emailed or mailed entries will be considered or accepted.

**PLEASE READ THE FOLLOWING SUBMISSION REQUIREMENTS CAREFULLY. ANY SUBMISSION THAT DOES NOT COMPLY WITH THESE REQUIREMENTS MAY BE DISQUALIFIED.**

**SUBMISSION REQUIREMENTS.** To be eligible:

- (1) Each Submission must be unique and may not duplicate a prior Submission made by any other artist.
- (2) Each Submission must be in the JPEG or PNG format (with a file size of 5 MB or less).

(3) Participant must be the parent or legal guardian of the child who completed the art sheet included in the Submission.

(4) A Submission may not:

- contain any content that is potentially offensive or harmful to a family audience;
- defame, misrepresent or contain disparaging or defamatory remarks about other people or companies;
- contain trademarks, logos, images, or trade dress owned by third parties, including cartoon or movie characters, superheroes, sports teams, or celebrities;
- contain any personal information inside the box on the art sheet, such as the child's name or age; or
- communicate messages, images, or ideas inconsistent with the positive images and goodwill of Chick-fil-A and this Promotion, as determined solely by Chick-fil-A.

Chick-fil-A reserves the right, but will not be obligated, to review (or have its designee review) each Submission for compliance with these Terms and may disqualify or remove any Submission from the Promotion for any reason. Chick-fil-A has no obligation to advise of an incomplete or otherwise non-compliant Submission. Chick-fil-A is not responsible for lost, late, invalid, unintelligible, incomplete, garbled, or misdirected Submissions.

**USE OF SUBMISSIONS.** While many Submissions will be received, only a few may be selected for use on a future Chick-fil-A Kid's Meal prize. Submissions become the exclusive property of Chick-fil-A when submitted and will not be returned.

By submitting the Submission, you agree (for yourself and on behalf of your child) to the terms of the Art Release and unconditionally and irrevocably assign, transfer, and grant to Chick-fil-A, Inc. all right, title, and interest in and to the original art contained on the art sheet and the scan or picture provided with the Submission, including, without limitation, the copyright therein. You (for yourself and on behalf of your child) acknowledge that by virtue of this assignment, Chick-fil-A, Inc., its affiliates, franchisees, licensees, assigns, and those acting on their behalf (collectively, the "Chick-fil-A Parties") have the perpetual, irrevocable, and fully-transferable right to use, display, distribute, transmit, reproduce, publish, edit, and sublicense the artwork in any way (without approval of, compensation to, or acknowledgement of you or your child), and to otherwise exploit the Submission (alone or combined with other content) for promotional and other lawful purposes in any media or manner (now existing or later developed) worldwide (including, as applicable, on a Chick-fil-A virtual art gallery and future Chick-fil-A Kid's Meal prizes). By submitting a Submission, you hereby waive in favor of the Chick-fil-A Parties any moral rights, "droit moral," rights of attribution, or similar rights that you or your child might otherwise have in or to the Submission. The Chick-fil-A Parties have no obligation to maintain any Submission as confidential. You agree that there is no guarantee that the Chick-fil-A Parties will make use of any rights granted in any Submission, and any use of a Submission is solely at the Chick-fil-A Parties' discretion.

**PUBLICITY.** By providing a Submission, you consent and agree (for yourself and on behalf of your child) that Chick-fil-A, Inc. its designees and those acting on their behalf have the unrestricted and perpetual right (but no obligation) to use, display, and publish your name and the name and age of your child as the artist in connection with any use, display, or publication of any artwork included in the Submission.

**ADDITIONAL LIMITATIONS.** Chick-fil-A reserves the right to terminate, suspend or amend this program and the Promotion, without notice, and for any reason. Chick-fil-A is not responsible for any incorrect or inaccurate transcription of entry information or any technical malfunction, lost or delayed data

transmission, omissions, interruptions, deletions, malfunction of computer equipment, or the inability to access any website or online service.

**INDEMNIFICATION; LIMITATION OF LIABILITY.** By participating, each participant agrees, on behalf of themselves and their child, to release, indemnify, and hold harmless Chick-fil-A, Inc., its agents, franchisees, owner-Operators, affiliates, and related entities, and their respective officers, directors, owners, employees, agents, licensees, successors, and assigns (collectively, the "Released Parties") from any and all liability for any injuries, loss, harm, damage, cost, or expense of any kind to any person(s), arising in whole or in part, directly or indirectly, from participation in this Promotion or use of a Submission. The Released Parties are not responsible for cancellations or delays, or if the Promotion cannot be conducted as planned for any reason.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PROMOTION WEBSITE AND ALL OTHER ELEMENTS OF THE PROMOTION ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

**PRIVACY.** Information you provide with a Submission is subject to the Chick-fil-A Privacy Policy: <https://www.chick-fil-a.com/legal/privacy>.

**INTELLECTUAL PROPERTY.** These Terms and all related web pages and content are the property of Chick-fil-A or authorized third parties. The copying or unauthorized use of any of those materials, associated trademarks, or any other intellectual property without the express written consent of the owner is strictly prohibited.