



OFFICIAL CONTEST RULES 2010 ARTHUR ASHE ESSAY AND ART CONTEST

THIS IS A SKILL CONTEST, NOT A SWEEPSTAKES. NO PURCHASE NECESSARY TO ENTER OR WIN. MANY WILL ENTER, FEW WILL WIN.

ELIGIBILITY. Contest open to boys and girls who (a) as of July 10, 2010 are 18 years of age and younger and legal residents of the 50 United States and the District of Columbia, and (b) are participants in a program sponsored by your local NJTL Program/Chapter as of January 25, 2010. To determine your local NJTL chapter, visit the "Locate an NJTL" function at www.usta.com/njtl. Employees, officers, directors and volunteers of the United States Tennis Association Incorporated (the "USTA"), the USTA/NJTL, the USTA National Tennis Center Incorporated, the US Open, and their respective parent companies, subsidiaries, and affiliates, and anyone involved in the Contest's development or execution, the immediate families (meaning spouse, parents, siblings, children and each of their spouses) and members of the households of any such employee, officer, director, volunteer or person, are not eligible.

CONTENT AND FORMAT OF SUBMISSION. To enter for an opportunity to win a trip to Arthur Ashe Kids' Day: Write an essay of 300 words or less (typed or handwritten) on one 8 1/2" x 11" sheet of paper answering the following question: **Some say that winning the 1968 US Open as the first African American male was Arthur Ashe's greatest accomplishment, what do you think?**

OR,

To enter for an opportunity to win a plaque: For ages 12 and younger only, submit flat, two dimensional artwork limited to 11" x 14" depicting your answer to the following question: **Some say that winning the 1968 US Open as the first African American male was Arthur Ashe's greatest accomplishment, what do you think?**

Limit one (1) entry per person, regardless of form of entry.

No one may assist you and no one other than you may contribute to the content of your essay or artwork. Essays and artwork may not include unlawful, threatening, libelous, defamatory, obscene, inappropriate or profane material, material that violates the intellectual property, privacy or other rights of third parties, or material that otherwise violates these Official Contest Rules, as determined by the USTA in its sole discretion. In submitting your essay or artwork, you represent and warrant (as does your parent / legal guardian) that your essay or artwork is original, that no one has assisted you in creating your essay or artwork, that you own all rights to the essay or artwork you have submitted, and that the USTA's use of the essay or artwork, or any part of the same, will not infringe upon the rights of any third party. All entries must be in English. Although the Contest Entry Form is available in Spanish, Spanish language entries are not eligible to win and will be disqualified. Incomplete entries will be disqualified.

TO ENTER BY MAIL OR HAND DELIVERY. Visit your local USTA/NJTL chapter to obtain a Contest Entry form or visit www.usta.com/aec where you can print out a copy of the Contest Entry Form. You must complete the Contest Entry Form and have it signed by your parent or legal guardian. In addition, the following must appear on the back of your essay or artwork: your name, address, date of birth, telephone number, and name of participating NJTL Chapter or Program. You must mail in your properly labeled essay or artwork along with a completed and signed Contest Entry Form, or deliver the same in person, to your local NJTL Program/Chapter. The addresses of all NJTL Programs/Chapters can be found at www.usta.com/njtl. Entries submitted by hand delivery must be received by the NJTL Chapter/Program between February 1, 2010 and 5:00PM ET on June 25, 2010. Entries submitted by mail must be post-marked between February 1, 2010 and June 25, 2010 and received by the NJTL Chapter/Program no later than July 2, 2010. NJTL Chapter leaders are responsible for submitting all entries to the USTA National Office no later than 5:00PM ET July 10, 2010.

TO ENTER ONLINE (Essay entries only). Between February 1, 2010 and 5:00PM ET on June 25, 2010, visit www.usta.com/aec, complete the Contest Entry Form, including parent/legal guardian contact information, and follow the instructions for uploading your essay. Entrants must have a parent's/legal guardian's permission to submit an entry. Sponsor will contact entrant's parent/legal guardian to verify consent. If a parent/legal guardian cannot be contacted, or fails to provide verifiable consent, such entrant will be disqualified. Art work entries cannot be submitted online; such entries must be submitted by mail or hand delivery.

WINNER SELECTION. The USTA/NJTL Arthur Ashe Essay and Art Contest Subcommittee will judge all essay submissions and all artwork submissions, and select (a) one (1) boy and one (1) girl from each of five (5) age groups as essay winners for a total of ten (10) essay winners; and (b) two (2) boys and two (2) girls from each of the two (2) age groups as art winners for a total of eight (8) artwork winners. Age group determined as July 10, 2010. **The age groups for the essay prizes** are as follows: (i) 10 and younger; (ii) 11 and 12; (iii) 13 and 14; (iv) 15 and 16; and (v) 17

and 18. **The age groups for the art work prizes** are as follows: (i) 10 and under; and (ii) 11 and 12. Essays and art will be judged based on the following criteria: (i) knowledge of Arthur Ashe; (ii) message clarity; (iii) quality of expression; and (iv) creative style. Each of the criteria will be given equal weight. Ties will be broken by the judges who shall select the entry that best meets criteria ii (message clarity). All decisions by the USTA and the judges will be final and binding in all respects. Selected contestants will be notified by telephone and/or mail and confirmed winners in accordance with these Official Contest Rules by August 25, 2010. Selected contestants will be asked to sign an Affidavit of Eligibility and Release and may be asked to provide proof of age, residency, parent-hood/guardianship. If prize/prize notification is returned as undeliverable, requisite release and documentation suitable to the USTA are not provided, or a selected contestant is unable to accept prize, prize will be forfeited and the contestant that has submitted the next best submission of the same type (i.e. essay or artwork in the same age/gender category) will be selected as an alternate winner in accordance with these Official Contest Rules. The USTA further reserves the right to disqualify any selected contestant whose behavior, past or present, the USTA, in its sole discretion, deems to be inappropriate or an embarrassment to the USTA.

PRIZES/APPROXIMATE RETAIL VALUE. Ten (10) national essay winners will be selected. Each essay contest prize winner shall receive the following: A trip to New York City for winner and a parent/legal guardian from August 27-29, 2010 consisting of: attendance at the 2010 Arthur Ashe Kids' Day presented by Hess at the US Open on August 28, 2010; roundtrip coach air transportation purchased no less than twenty-one (21) days in advance for winner and a parent or legal guardian from a major commercial airport near winner's residence to New York (if winner lives within a 100 mile radius of New York City, round trip ground transportation provided by the USTA may be substituted for roundtrip airfare); 3 days/2 nights at the Grand Hyatt New York (one standard room, double occupancy); five (5) meals; two (2) tickets to a professional sporting event; two (2) tickets to a Broadway show; and luncheon where winners will receive awards. Approximate Retail Value ("ARV") of each essay prize trip is \$1,600.00 USD, but the actual retail value will depend on place of residence of each winner. Each essay contest winner and his/her parent/guardian must travel together at times requested by the USTA and have all requisite travel documentation. All details of trip, including, airline, hotel, meals, ground transportation, sporting event and Broadway show are to be determined by the USTA in its sole discretion and are subject to change based on availability. In the event Arthur Ashe Kids' Day is postponed or cancelled for any reason, no compensation or substitution will be provided for that portion of the prize; however, the remainder of the prize package will be awarded and Sponsor will have no further obligation to winner. Tickets are subject to terms and conditions specified by issuer.

Eight (8) national art winners will be selected. Each art contest winner will receive a plaque in their honor. ARV for each artwork contest prize is \$25.00 USD.

Each winner is solely responsible for all other expenses not specifically set forth herein, including, without limitation, taxes, gratuities, spending money, insurance and any other incidentals. No prize substitution or cash equivalent of prize will be given for any reason except at the USTA's sole discretion due to prize unavailability, and then only for a prize of equal or greater value. Limit one prize per individual, family or household.

RELEASES. By participating, each contestant and his/her parent/guardian (on behalf of himself/herself and contestant), releases, indemnifies and holds harmless USTA/NJTL, the United States Tennis Association Incorporated ("USTA"), the USTA National Tennis Center Incorporated, the US Open, the City of New York, and their respective parent companies, subsidiaries, affiliates, dealers, and all others involved in the Contest's development or execution and each of their respective owners, principals, shareholders, directors, officers, volunteers, employees, agents, contractors and representatives (collectively the "Released Parties") from any and all liability for any injuries, losses or damages of any kind related to or arising from (i) participation in the Contest; (ii) acceptance, possession, use and/or misuse of any prize; (iii) the Released Parties' review and use of the contestant's entry or Likeness (defined below), except where prohibited by law; and/or (iv) third party claims relating to the representations and warranties being made in connection with the contestant's entry. By entering and submitting an essay or artwork, each contestant and his/her parent/legal guardian (on behalf of himself/herself and contestant) (a) waives his/her rights in the essay or artwork and assigns all rights, title and interest in and to the essay or artwork, including, copyrights, to the USTA; (b) acknowledges and agrees that the USTA, as owner, has the exclusive, unrestricted, perpetual, royalty-free, worldwide, freely-assignable and irrevocable right, but not the obligation, to use, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, prepare derivative works from, perform,

distribute, exhibit, broadcast, or otherwise exploit the entry, in whole or in part, in any form or media, now known or hereafter developed, including, without limitation, broadcast television, radio and the Internet, for any purpose whatsoever, without any payment to, or further authorization by, the contestant or his/her parent/legal guardian; (c) acknowledges and agrees that the Released Parties have the unrestricted, irrevocable right, but not the obligation, to use contestant's name, address, photograph, picture, likeness, moving image, voice, biographical material, personal information, and any performance on contestant's part, whether in their original form or as altered, edited, lifted or reproduced by the Released Parties (collectively, "your Likeness"), in perpetuity throughout the world, whether in connection with the Contest or not, in any and all media (including broadcast television, radio and the Internet) now existing or hereafter discovered or developed, for any and all purposes including, without limitation, advertising, promotion, entertainment and commercial purposes, without any payment to, or further authorization by, the contestant or his/her parent/legal guardian, except where prohibited by law; and (d) agrees to execute such further documents and instruments and take any further acts as the USTA may reasonably request in order to effectuate these terms.

GENERAL CONDITIONS. The costs incurred in creating and submitting a contest entry will not be reimbursed by the USTA or anyone else. No monetary compensation, payments, residuals or use fees will be made to contestants with respect to the USTA's use of their essay or artwork. By submitting an essay or artwork, each contestant and his/her parent or legal guardian agree to abide by these Official Contest Rules. The USTA reserves the right permanently to disqualify from this Contest any person it believes has violated these Official Contest Rules. Contest subject to all applicable Federal, state and local laws and regulations. The USTA reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest, at any time, and without notice, if tampering, technical difficulties or any other matter interferes with the Contest. Should this Contest be terminated Sponsor reserves the right to select the winners from among all eligible, non-suspect entries received as of the action requiring such termination. The Released Parties assume no responsibility for lost, late, stolen, illegible, incomplete, damaged, postage due, misdirected, misplaced or mutilated entries, or other errors or problems of any kind, whether mechanical, electronic, human or otherwise. All entries become the property of the USTA and none will be acknowledged or returned.

INTERNET. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter repeatedly is prohibited. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR 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.**

DATA COLLECTION. All personal information submitted in relation to the Contest will be handled in accordance with applicable privacy laws and the privacy policy of the USTA/NJTL which may be found at <http://www.usta.com/USTA/Home/Site%20Services/Privacy%20Policy.aspx>. Your personal information will only be used in connection with the Contest and as provided for in these Contest Rules.

WINNERS' LIST. The names of all winners will be posted online at www.usta.com/njtl by September 13, 2010.

SPONSOR. USTA/NJTL, 70 West Red Oak Lane, White Plains, NY 10604. Visit www.usta.com/njtl for more information.

If there is a conflict between the Spanish translation and the English version of this document, the English version shall control.