

**250TH ANNIVERSARY ART & WRITING COMPETITION
PRIZE ACCEPTANCE AND TAX ACKNOWLEDGMENT AGREEMENT**

Winner Name: _____

School Information:

School Name: _____

City, State, Zip Code: _____

Teacher Name: _____

Grade Level: _____

If Winner is Under the Age of Majority:

Parent/Legal Guardian Name: _____

Email address: _____

Phone number: _____

Prize Awarded: _____

Prize Value: \$ _____

For purposes of this Prize Acceptance and Tax Acknowledgment Agreement (the “Agreement”), (i) if the above-named winner (the “Winner”) has reached the Age of Majority (as defined below), “I” and “Winner” refer to the above-named Winner signing on his or her own behalf; and (ii) if Winner has not reached the Age of Majority, “I” refers to the parent or legal guardian signing on behalf of the minor Winner, and “Winner” refers to the minor student. For purposes of this Agreement, “Age of Majority” means the legal age of majority in the above-named participant’s state of domicile.

1. Acceptance of Prize. If Winner has reached the Age of Majority, I, the above-named Winner, hereby enter this Agreement on my own behalf. If Winner has not reached the Age of Majority, I, the above-named parent or legal guardian of the Winner, on behalf of myself and Winner, hereby enter this Agreement. I acknowledge that Winner has been selected to receive the above-referenced prize (the “Prize”) as a winner of the 250th Anniversary Art & Writing Competition (the “Competition”) and accept the Prize subject to that certain Consent, Release, and License Agreement (the “Consent and Release”) entered between me and Freedom in Education Corporation, a Georgia nonprofit corporation (“FIE”) and the Official Rules (as defined in the Consent and Release). The Consent and Release and Official Rules are hereby incorporated into this Agreement by reference and made a part hereof as if fully set forth herein.

I confirm that Winner remains eligible under the competition rules and agree that FIE reserves the right to verify Winner’s eligibility and compliance with the Consent and Release and Official Rules at any time prior to and following distribution of the Prize. In the event that FIE determines, in its sole reasonable discretion, that Winner has violated the Official Rules, submitted false or misleading information, breached any representation or warranty, or otherwise failed to comply with the terms of the Competition or the Consent and Release, FIE reserves the right to disqualify Winner and to withhold, deny, revoke, or require the return of the Prize, in whole or in part, to the extent permitted by law.

2. Tax Acknowledgment and Reporting Responsibility. I understand and agree that:

- (i) the Prize awarded in connection with the Competition is taxable income under applicable federal and state law;
- (ii) FIE may issue appropriate tax reporting documentation (including the appropriate IRS Form 1099) to the recipient if required by law;
- (iii) I am solely responsible for providing accurate taxpayer identification information, determining and satisfying any federal, state, or local tax obligations arising from receipt of the Prize; and
- (iv) FIE does not provide tax advice and makes no representations regarding tax consequences and encourages consultation with a tax advisor.

As a condition of receiving the Prize, I agree to provide a completed IRS Form W-9 for the individual to whom payment will be issued, as selected in Section 4 of this Agreement.

3. Privacy Policy. I acknowledge that personal information collected in connection with the Competition will be handled in accordance with FIE's privacy policy located at <https://freedomined.org/privacy-policy> (the "Privacy Policy"), which is incorporated herein by reference. By signing below, I agree to the terms of the Privacy Policy on my own behalf if Winner has reached the Age of Majority, or on behalf of myself and the minor Winner if Winner has not reached the Age of Majority.

4. Payment Information.

- Issue payment to the above-named Winner
- Issue payment to the above-named parent/legal guardian (if Winner has not reached the Age of Majority)

Important: The payee selected above must complete and sign the IRS Form W-9. Any required IRS Form 1099 reporting will be issued to the same person/entity identified on the W-9.

Payee Name (exactly as it should appear on payment and tax form):

Mailing Address:

Email:

Phone:

5. Release and Covenant Not to Sue. I, ON MY OWN BEHALF IF WINNER HAS REACHED THE AGE OF MAJORITY, OR ON BEHALF OF MYSELF AND THE ABOVE-NAMED WINNER IF WINNER HAS NOT REACHED THE AGE OF MAJORITY, HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE AND AGREE NOT TO SUE FREEDOM IN EDUCATION CORPORATION, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, JUDGES, SPONSORS, AND RELATED PARTIES (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, OR LIABILITIES OF ANY KIND ARISING OUT OF OR RELATING TO (1) WINNER'S SELECTION AS THE PRIZE RECIPIENT; (2) VERIFICATION OF ELIGIBILITY; (3) ANNOUNCEMENT OF WINNER STATUS; (4) ACCEPTANCE, RECEIPT, DELIVERY, OR USE OF ANY PRIZE; (5) ANY TAX REPORTING OR TAX DISCLOSURE RELATED TO THE PRIZE; (6) PARTICIPATION IN ANY PRIZE-RELATED CEREMONY, PUBLICITY EVENT, OR PROMOTIONAL ACTIVITY; AND (7) EXERCISE OF ANY RIGHTS

GRANTED HEREIN OR PREVIOUSLY GRANTED TO THE RELEASED PARTIES, INCLUDING PUBLICITY AND INTELLECTUAL PROPERTY RIGHTS.

THIS RELEASE APPLIES TO ALL CLAIMS WHETHER FORESEEN OR UNFORESEEN, PRESENT OR FUTURE, KNOWN OR UNKNOWN, AND WHETHER ARISING IN CONTRACT, TORT, STATUTE, OR OTHERWISE, INCLUDING CLAIMS ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, EXCEPT ONLY CLAIMS AND LIABILITY RESULTING FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR WANTON MISCONDUCT OF A RELEASED PARTY, TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW.

I ACKNOWLEDGE THAT THIS RELEASE AND COVENANT NOT TO SUE IS A MATERIAL CONDITION OF RECEIVING THE PRIZE AND THAT I AM VOLUNTARILY AGREEING TO ITS TERMS ON MY OWN BEHALF, OR IF WINNER HAS NOT REACHED THE AGE OF MAJORITY, ON BEHALF OF MYSELF AND WINNER.

6. Mediation and Arbitration of Disputes. The parties agree that any controversy or claim arising out of, or relating to, the Competition or this Agreement (a “Dispute”) shall be submitted to mediation administered by Henning Mediation & Arbitration Service, Inc. (“HMA”) in accordance with its procedures. If the parties are unable to resolve the Dispute in mediation, the Dispute shall be settled by binding arbitration administered by HMA in accordance with its rules; provided, that the Georgia Rules of Evidence shall govern the use and admissibility of evidence. The arbitration hearing and all proceedings in connection therewith shall take place in Atlanta, Georgia. The arbitration shall be conducted by a single arbitrator selected by the parties from HMA’s panel of arbitrators, or, if they are unable to agree on the selection, by a single arbitrator appointed by HMA; provided, that, in addition to other qualifications required by HMA, the arbitrator shall be a retired or active judge or attorney who has been in practice at least ten (10) years. The arbitration hearing shall be commenced within ninety (90) days of the filing of a Demand for Arbitration by either party and the award shall be rendered within thirty (30) days of the conclusion of such hearing. The parties understand that mediation and arbitration under this Section 6 shall be the sole and exclusive means for resolving any Dispute, and the parties expressly waive their right to file a lawsuit in any civil court against one another for any Dispute, except (a) to compel mediation or arbitration, (b) to seek temporary, preliminary, or injunctive relief in aid of arbitration, or (c) to confirm, enforce, modify, or vacate an arbitration award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In any court action permitted under this Section 6 or in any arbitration between the parties relating to the Competition or this Agreement, the substantially prevailing party shall, in addition to any other award of damages or other remedy, be entitled to reasonable attorneys’ fees to the extent permitted under applicable law.

7. Governing Law; Venue for Permitted Court Proceedings. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts-of-law principles. Subject to Section 6, the state and federal courts located in Fulton County, Georgia shall have exclusive jurisdiction and venue over (i) any action to compel mediation or arbitration, (ii) any action to enforce Section 6, (iii) any action to confirm, vacate, or modify an arbitral award, and (iv) any claim determined by a court of competent jurisdiction to be non-arbitrable. Each party irrevocably submits to such jurisdiction and venue and waives any objection based on inconvenient forum.

8. General Provisions. If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior discussions. This Agreement may be executed electronically and in counterparts.

I CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY AND RELEASE OF CLAIMS, AND THAT BY SIGNING BELOW I AM VOLUNTARILY GIVING UP CERTAIN LEGAL RIGHTS. IF WINNER HAS REACHED THE AGE OF MAJORITY, I AM SIGNING ON MY OWN BEHALF. IF WINNER HAS NOT REACHED THE AGE OF MAJORITY, I AM SIGNING AS THE PARENT OR LEGAL GUARDIAN OF THE MINOR WINNER ON BEHALF OF MYSELF AND THE MINOR WINNER. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN INDEPENDENT LEGAL COUNSEL OF MY CHOOSING BEFORE SIGNING. I AM VOLUNTARILY AGREEING TO ITS TERMS ON MY OWN BEHALF, OR IF WINNER HAS NOT REACHED THE AGE OF MAJORITY, ON BEHALF OF MYSELF AND THE MINOR WINNER.

IF SIGNING ON BEHALF OF A MINOR, I ATTEST THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR WINNER, THAT I HAVE THE FULL LEGAL AUTHORITY TO EXECUTE THIS AGREEMENT ON THE MINOR'S BEHALF, AND THAT I HAVE REACHED THE AGE OF MAJORITY.

Signature: _____

Name: _____

Date: _____