

# Smooth Challenge Official Rules

Vocal.media (“Vocal”) organizes the Smooth Challenge (hereinafter “Contest”) which is subject to the following Official Rules (hereinafter “Rules”). Participation in the Contest constitutes your agreement and acceptance of these Rules. All federal, state, local, municipal laws and regulations apply.

NO ADDITIONAL PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

**Eligibility:** Contest is not open to employees and their families (spouses, parents, children/siblings and their respective spouses, and those living in the same household) of Vocal or Creatd Inc (“Creatd”), or their affiliates, advertising or production agencies. Entrants consent to the use of their registration information in accordance with the Vocal Terms of Use and Privacy Policy. Any entries that are currently or have previously been published or protected by a copyright, trademark, or other proprietary right other than the entrant’s may be entered with the permission of the publisher or copyright holder only. Entries must be conceived and created entirely by the entrant. Sponsor or Vocal may prohibit any entrant from participating in this Contest or any future promotion offered by the Sponsor, if, in the sole opinion of Sponsor or Vocal such entrant (i) has tampered with the entry process or the operation of the Contest or website, (ii) repeatedly shows a disregard for the rules, or (iii) acts (a) in an unsportsmanlike manner, (b) with an intent to annoy, abuse, threaten, or harass the Vocal or any other entrant, or (c) in any other disruptive manner. Entrants must be a Vocal Creator of <https://vocal.media> site and have a live and active Vocal+ subscription at the time of entry, as appropriate, in good standing as of the end of each segment of the Contest period to be eligible to win. The Contest may be terminated at any time after its commencement without prior notice; however if such termination should occur, all prizes will be awarded to winners according to the rankings of the editorial staff. All applicable federal, state and local laws apply. Void where prohibited by law or regulation.

## How to Enter:

Visit <https://vocal.media/challenges/smooth> and follow the directions provided to receive one (1) entry. You may enter multiple submissions throughout the Contest Period. Eligibility of individual entries will be at the sole discretion of Vocal, for any reason or for no reason, though specific reasons for disqualification may include use of inappropriate language or visuals. Vocal is not responsible for and will not consider incomplete or

incorrect entries. Entries generated by script, macro, mechanical or other automated means and entries by any means which subvert the entry process are void. By entering the Contest, you grant any Sponsor an unlimited license to use the content you enter as part of your Submission.

## Submission Guidelines:

- You must have an account on Vocal.media (“Vocal”) to enter the Contest.
- Your entry must be in English.
- You must be 13 years of age or over at time of entry.
- You must have a Vocal+ membership account at time of entry to the Contest. You must have a Stripe account connected to your Vocal account in order to be eligible to receive cash prizes. This means you must be a resident of a Stripe-supported country OR have Stripe Atlas enabled to be eligible to win. Supported countries can be found here.
- You can submit as many times as you want, as long as your submissions meet the contest guidelines as well as the Vocal guidelines, found here: <https://vocal.media/resources/community-guidelines>.
- Your entry must be created by you.
- Your entry must be submitted to the Poets community.

In order to submit, please first create an account at <https://vocal.media> and then sign up to become a Vocal+ subscriber at a recurring cost of \$9.99/month or \$99/year at <https://vocal.media/vocal-plus>. Complete your profile via “Settings”, then choose “Create Story” to begin writing. Once your submission is ready, click “Submit for Review”, select the community you’d like to submit to and any applicable tags, and then choose “Smooth” challenge to complete the submission.

After you successfully submit your Smooth poem, it will be sent to the Vocal moderators. If your poem needs any updates or does not meet quality standards or the submission guidelines, the poem will be sent back to you for edits.

If your poem meets all necessary guidelines but is not applicable to the subject matter of the Smooth challenge, it will be published on the applicable community, but will not be considered as an entry to the challenge and will not appear on the Challenge page once published.

If your poem is approved as an entry to the challenge, your submission will appear in the Smooth collection.

The winner will be notified via the email associated with their Vocal account, and will be posted on Vocal's social media accounts.

All work posted to the site by members is the sole responsibility of the Entrant. Entrants are entirely responsible for all of their content submitted in the contest or otherwise posted from their Vocal account. Vocal reserves the right to declare any entries ineligible if it determines, in its sole discretion, that any such entry is not in accordance with the stated terms of the Community Guidelines. All entries shall be subject to the Vocal Terms of Use and Privacy Policy.

**Contest Period:** The Contest begins at 5:00 p.m. ET on November 7, 2023, and ends at 11:59 p.m ET on November 30, 2023. A winner will be announced on or before December 21, 2023.

**Odds:** The odds of winning depend on the number and content of eligible entries received.

**Selection Criteria:** The Vocal editorial staff is looking for the most creative, powerful, and original Smooth poem. Preference will be given to poems that have an innovative storytelling structure, are well-constructed and written, and are consistent with Vocal's brand, all as determined by the Vocal editorial staff and appointed judges in their sole but reasonable discretion.

**Rankings and Winner Selection:** There will be one (1) grand prize winner, one (1) second place winner, and ten (10) Runners-Up in the Contest.

The moderation staff of Vocal will consult with Sponsor to choose the winning entry in their sole discretion, based on the selection criteria. All editorial decisions and procedures relating to this Contest are final.

No more than the stated number of prizes will be awarded. No transfer or substitution of prizes is permitted. Where permitted by law, by accepting a prize, each winner agrees to the printing, publication, broadcasting, distributing, and release of his/her name/pen name, likeness, photograph and city and state of residence for potential promotional purposes in any media worldwide, without further payment or consideration or, notice, review, or consent.

**The Prize; Taxes:** The Contest grand prize winner will receive \$600; the second place winner will receive \$200; the ten (10) runners-up will receive \$20 each. Any Sponsor reserves the right to substitute the prize with another prize of equal or greater value if the foregoing prize is not available. All federal, state, and local taxes are solely the

responsibility of the winner. Cash prizes will be distributed to the winners' Vocal Wallets within 45 business days after the winners are announced.

**Agreement to Rules:** By participating in the contest, you agree to be fully unconditionally bound by these Rules, and represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of Sponsor and Vocal and acknowledge that the decision of Vocal and the Sponsor is final and binding. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision of these Rules. In the event that any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**Limitation of Liability:** By entering, you agree to release Sponsor, Vocal and Creatd Inc, and their respective subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) your participation in the contest and/or your acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the contest; (v) electronic or human error in the administration of the contest or the processing and selection of entries. Vocal reserves the right to terminate or modify the Contest if fraud or technical failures compromise the integrity of the Contest as determined by Vocal in its sole discretion. In such case, Vocal and Sponsor may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Vocal. Vocal reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates the Contest Rules. EACH PRIZE IS AWARDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXCEPT FOR ANY "IN THE BOX" WARRANTY THAT MAY BE PROVIDED WITH SUCH PRIZE.

**Release of Social Media companies:** This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, or Snapchat. You understand that your participation in the Contest is with the Sponsor and Vocal, and not Facebook, Twitter, Instagram, or Snapchat, and that you are providing information to Sponsor and Vocal. Any disclosure you make in connection with the Contest is to Sponsor and Vocal and their respective affiliates, and not to any other party, including

Facebook, Twitter, Instagram, or Snapchat. Facebook, Twitter, Instagram, and Snapchat are released from any obligation or liability in connection with the Contest.

**Disputes:** This Contest is governed by the laws of the State of New York, without regard to conflict of laws doctrines.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: TO THE EXTENT PERMITTED BY LAW, DISPUTES BETWEEN YOU AND VOCAL, CREATD, OR SPONSOR WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AND FURTHER WAIVE ANY RIGHT TO A JURY TRIAL. In any such dispute, under no circumstances shall entrant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Entrant further waives all rights to have damages multiplied or increased.

**Winners:** Winners will be posted on Vocal's site and social channels as they are determined.