

YOUNG, GIFTED, AND BLACK

DESIGN CHALLENGE 2021

At JCPenney, we are dedicated to educating, holding accountable, and investing in not only our associates, but also our customers and their communities. As we continue to shape a more transparent and intentional Company, we commit to the hiring, development, and advancement of diverse talent. That's why we created the Young, Gifted, and Black Design Challenge, to strengthen and celebrate the next generation of leaders at Historically Black Colleges and Universities (HBCUs).

THE DESIGN THEME: HEALTH AND WELLNESS

We know there are health inequities in the Black community. Even with proper access, people of color may be hesitant to seek care due to the historical mistreatment of minorities and a lack of trust in the medical community, as a whole. Racism can act as a chronic stressor and discrimination has been associated with poor mental and physical health. Designers innovate and inspire on a regular basis, and their impact goes beyond profit – it challenges inequalities and educates society on how to be better. As such, we are calling all creative design talent to complete one or both of the following projects.

PROJECT 1: FASHION DESIGN

What apparel item would you design to improve the life of our customers or to further promote and inspire a positive outlook on their physical and mental health?

First place: \$2,000 and 12 mentoring sessions

PROJECT 2: GRAPHIC DESIGN

What apparel graphic design can help inspire a positive outlook in regard to the physical and mental health of our customers?

First place: \$2,000 and 12 mentoring sessions

REQUIREMENTS*

- 1
Must be a student enrolled in an HBCU
- 2
All entries must be received by May 28, 2021
- 3
All winners will be notified by June 18, 2021

PROCESS

- 1
Save your digital storyboard as a flat PDF, no larger than 15MB
- 2
Sign and include the challenge waiver
- 3
Submit your design to YGBdesign-sm@jcp.com

JCPenney

**See Design Challenge Rules for additional design requirements*



OFFICIAL RULES, RESTRICTIONS, AND NOTIFICATIONS

Eligibility

No purchase necessary to enter or win, and there is no cost to enter the Contest. Entrants must be 18 years of age or older and enrolled in an HBCU. Employees and the immediate families of JCPenney, their parent companies, subsidiaries, representatives, and advertising/promotion agencies are not eligible and prohibited from entering. Team entries are prohibited from entering. The contest permits individual entries only.

Entry Process

All entries must be received by 11:59 PM CST on May 31, 2021. All winners will be notified by June 18, 2021.

Entries must be submitted electronically via our submission email at YGBdesign-sm@jcp.com. Designs shall be prepared in the form of a digital storyboard. Entrants must also complete and submit the Consent, Waiver, and Release form along with their design submission. In addition, potential First Place Winners will be required to execute and return a Conveyance of Intellectual Property Agreement. No First or Second Place prize will be awarded to an individual until they have met this requirement. The entrant may not submit multiple different entries to the Contest but may submit 1 entry per category. Each entry must be a substantially different design idea. If the same design idea is submitted more than once, those entries will be disqualified.

Designs must be prepared in the form of Storyboards and must include:

- Inspiration
- Color palette
- Technical sketches (CAD or Hand Illustrated)
- Identify the fabric being used
- Print ideas/Artwork/Technique

All storyboards must be saved as a flattened PDF file, no less than 150 dpi resolution, and files size should be no more than 15 MB. Entries must be for product designs that either: 1) are not yet in commercial production at the time of entry. Products that have been commercially available at the time of entry are not eligible. Entrants grant JCPenney permission to contact them using the information provided on the contest entry form, including name, address, email address, and phone number.

Selection of Winners

The odds of winning will depend on the number of eligible entries. JCPenney cannot predict the odds of winning as they have no prior knowledge of the number of entrants who will participate. The JCP Design Council will serve as the panel of judges that reviews submissions and decides on the winner.

Prizes

APPAREL DESIGN: First Place Winner will receive a \$2,000 cash prize and 12 virtual mentoring sessions. The Second Place Winner will receive a \$500 cash prize and 6 virtual mentoring sessions.

GRAPHIC DESIGN: First Place Winner will receive a \$2,000 cash prize and 12 virtual mentoring sessions. The Second Place Winner will receive a \$500 cash prize and 6 virtual mentoring sessions.

The winning design has the possibility of being included in JCPenney's Black History and/or Juneteenth assortment. This is not a promise nor guarantee.

Acknowledgements

By submitting any design entry, entrants represent and warrant that the submitted entry does not infringe on any intellectual property rights or rights of privacy or publicity of any person or third party, and entrant has the right to grant any and all rights and licenses granted to JCPenney herein.

By submitting any design entry, entrant grants JCPenney, its affiliates, subsidiaries, an irrevocable, perpetual, non-exclusive, royalty-free license to use, reproduce, edit, display, prepare derivative works of, modify, publish or otherwise make use of the submitted entry design, including for the use of marketing, manufacturing, distribution, sales and marketing purposes.

JCPenney shall not be liable to an entrant for the commercialization of ideas that have been independently developed without the use of the entrant's submission.

Submitted materials may not contain any third-party created content (such as third-party logos or other trademarks, copyrighted material, or material that is subject to other third-party proprietary rights including but not limited to music, images, videos, software etc.), without the written authorization or license from the content owner.

JCPenney is not responsible for any expenses incurred by entrants in connection with participation in the Contest and will not return any materials submitted to the Contest.

JCPenney reserves the right to disqualify entries that are frivolous or fail to meet the entry requirements as described in these Official Rules. JCPenney also reserves the right to remove any entry information or comments from the Contest web site that they deem objectionable or obscene.

Prizes or portions of the prize cannot be substituted or redeemed for additional cash, except at the JCPenney's sole discretion. JCPenney reserves the right to substitute a prize of equal or greater value if a prize cannot be awarded as described for any reason.

All federal, state, local, municipal, income, and other taxes (if any) are the sole responsibility of the winners.

Entrants agree to abide by the terms of these Official Rules and by the decisions of JCPenney/judges, which are final and binding on all matters pertaining to this Contest. By entering, they agree to waive any right to claim ambiguity or error in these Official Rules. Except where prohibited by law, the winners consent to the use of their name and/or likeness by JCPenney for advertising and publicity purposes without further compensation. Each entrant agrees that JCPenney and other Sponsors of the Contest and their parent companies, agents, representatives, affiliates, and employees will have no liability whatsoever for any injuries, losses, or damages of any kind resulting from his/her participation in the Contest or resulting from the acceptance of prizes.

JCPenney assumes no responsibility for any problems or technical malfunction of any communications network or lines, computer systems, servers, software, Internet service providers, or e-mail systems; failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications; or any combination thereof, including damage to entrants' or anyone else's computer equipment related to or resulting from participation or downloading of any materials in this Contest.

Participation in the Contest constitutes an agreement by each entrant, to be bound by these Official Contest Rules. JCPenney reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by JCPenney. In the event the Contest is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of JCPenney that corrupt or impair the administration, security, fairness or proper operation of the Contest, JCPenney reserves the right to suspend, modify or terminate the Contest. Caution: Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, JCPenney reserves the right to seek damages from any such entrant to the fullest extent permitted by law.

By entering the Contest, the entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in entering the Contest, but in no event attorney's fees; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses incurred in entering the contest.

JCPenney is not responsible for any incorrect or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the Contest.

IN NO EVENT WILL JCPENNEY, THEIR LICENSEES, AND OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM ACCESS TO, OR USE OF, THIS WEB SITE, ELECTRONIC OR COMPUTER MALFUNCTIONS, OR ENTRANT PARTICIPATION IN THIS CONTEST, EVEN IF SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, EVERYTHING PROVIDED FOR THE CONTEST INCLUDING ANY SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THIS CONTEST IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS REGARDLESS OF THE DICTATES OF TEXAS CONFLICT OF LAWS STATUTES OR CASE LAW. ENTRANTS SUBMIT TO EXCLUSIVE JURISDICTION AND VENUE IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION, AND THE DISTRICT COURTS OF COLLIN COUNTY, TEXAS, AND AGREE TO HAVE ANY ACTION OR PROCEEDING BETWEEN THE PARTIES OR THEIR SUCCESSORS HEARD BY A JUDGE OF SUCH COURTS. ACCORDINGLY, THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.

**YOUNG, GIFTED, AND BLACK HBCU DESIGN CHALLENGE
CONSENT, WAIVER, AND RELEASE FORM**

Contest Sponsored by JCPenney

This consent, waiver, and release form must be submitted with each separate design. A separate form must also be submitted for each person who contributes to the design. By submitting a design to Penney OpCo LLC (“JCPenney”), you are agreeing to abide by the Rules and Regulations of the Young, Gifted, and Black HBCU Design Challenge, and that winning entries will be selected by the JCPenney Design Council whose decision is final.

I, _____, hereby submit the product design identified as: _____ (Design) to JCPenney for consideration in the Young, Gifted, and Black HBCU Design Challenge. I hereby swear, affirm or certify that I am the sole creator of the Design. I agree that if the Design is selected as a winning submission, I, on my own behalf and on behalf of my heirs, representatives, executors, assigns, administrators or any other person acting on my behalf or on behalf of my estate, hereby grant JCPenney perpetual, non-exclusive, royalty-free license to use, reproduce, edit, display, prepare derivative works of, modify, publish or otherwise make use of the submitted entry design, including for the use of marketing, manufacturing, distribution, sales and marketing purposes. I hereby irrevocably authorize JCPenney, or an authorized agent thereof, to edit, alter, copy, exhibit, publish and/or distribute the winning Design for any and all lawful purposes. In addition, I waive any right to inspect or approve the finished product wherein the winning Design appears. Additionally, I waive any right to royalties or other compensation arising out of or related to JCPenney’s use of the winning Design beyond the initial cash prize. I acknowledge and understand that no First or Second Place prize will be awarded to an individual until they have executed a Conveyance of Intellectual Property Agreement.

I, _____, hereby grant JCPenney the right to use my name, photograph, statements, quotes and testimonials in relation to the Design, regardless of whether the Design is chosen as the winning Design, for any lawful purposes without notification or compensation. I specifically acknowledge and understand that JCPenney maintains the right to reproduce, reprint, distribute, display or exhibit the Design, if selected as a winning design, for advertising, publicity and promotional purposes on its website, social media, television, radio, newspaper, magazine or other media outlets.

I hereby swear, affirm or certify that the Design is an original work and does not violate copyright laws or infringe upon the intellectual property rights of another. I hereby agree to indemnify and hold JCPenney harmless from any claims of copyright infringement or any other claims of third party related to or in anyway associated with the Design.

Submitter Full Name (Print): _____ Date of Birth: _____

Submitter's Signature: _____ Date: _____

Phone: _____ Email: _____

Mailing Address: _____
