

## **THE NEXT GENERATION CAMPAIGN AWARDS Terms & Conditions**

1. **SPONSOR:** The United States Postal Service (the “Sponsor”), 475 L’Enfant Plaza SW, Washington, DC 20260.
2. **TIMING:** The “Next Generation Campaign Awards” program (the “Program”) begins at 12:00 a.m. Eastern Time (“ET”), February 15, 2021, and ends at 11:59 p.m. ET, August 12, 2021 (“Program Period”).
3. **PROGRAM OBJECTIVE:** The objective of the Program is to recognize certain innovative direct mail marketing and communication campaigns that incorporate advancements in printing and mobile technologies (such as Informed Delivery Content, lifelike textures, variable data printing, cutting-edge formats, NFC technology, Augmented Reality, QR Codes, video-enhanced print, etc.) as an integral part of the messaging.
4. **ELIGIBILITY FOR PARTICIPANTS:** To be considered for one of the two awards, the submission must be a mail piece that incorporates some or all of the innovations described above (“Mail Piece”) and is used for business-to-consumer (B2C) marketing or for business-to-business (B2B) marketing. Eligible participants are companies that commissioned, designed, or printed a Mail Piece (the “Company”). The two (2) awards are: (a) a Next Generation Campaign *Grand Champion* award, and (b) a Next Generation Campaign *Innovative B2B Award*. To be eligible for Grand Champion, the submission must be made by a Company that submitted a Mail Piece used for B2C marketing. To be eligible for the Innovative B2B Award, the submission must be by a Company that submitted a Mail Piece used in a B2B campaign. It is possible for a single submission to win both awards if the campaign was sent to both consumer and business audiences. **Void where prohibited.**

A company that commissioned the Mail Piece (and Informed Delivery Content, if applicable), will be referred to as “Mail Owner.” A company that designed the Mail Piece (and/or Informed Delivery Content, if applicable) will be referred to as “Agency.” A company that printed the Mail Piece will be referred to as “Printer.”

For both the Grand Champion award and the Innovative B2B award, the Mail Piece (and Informed Delivery Content, if applicable), must have been distributed between January 1, 2020 and August 12, 2021. The individual who completes and submits the Submission (defined below) on behalf of the Company (“Company Representative”) must be a) 21 years of age or older as of as of the time of Submission, b) employed by the Company, and c) have the full power and proper authority to represent the Company for purposes of executing and submitting the required Permission and Release Agreement and agreeing to these Terms & Conditions.

The Company must possess permissions from all parties involved in the design and production of the submitted Mail Piece and Informed Delivery Content, if applicable, including permissions from all parties who own intellectual property rights in the submitted Mail Piece and Informed Delivery Content, if applicable. These permissions must cover all rights needed for submitting the Submission and for USPS to use the Submission and exercise the rights granted herein.

The Company must identify all parties to receive credit in connection with the Mailpiece (and Informed Delivery Content, if applicable).

5. **RULES OF ENTRY:**
  - (1) During the Program Period, visit [usps.com/nextgenaward](https://usps.com/nextgenaward) and follow the instructions to register for the Program.
  - (2) Accurately complete and submit the registration form (the “Registration Form”) with the names, addresses, cities, states, and ZIP Codes for the Mail Owner, the Agency, and the Printer as well as their respective points of contact, their business phone numbers and their business e-mail addresses,

and any other required information that may be reasonably requested by the Sponsor in order to properly evaluate your Submission.

(3) Read and signify acceptance of the Terms & Conditions.

(4) Pursuant to the Website instructions, upload a) images or the mail piece, b) digital copies of any Informed Delivery Content (including all color images and URLs used in the Informed Delivery Campaign), if applicable, and c) up to five (5) high-resolution screenshots of the website linked to by the URL(s) that accurately reflect the consumer experience (the "Screenshots"), and d) images of any digital ads in the campaign. Sponsor must also be able to access a live, fully functional version of such website and any digital experiences (e.g. Augmented Reality) until at least October 31, 2021.

(5) Download the Permission and Release Agreement through the link that is provided in your confirmation email.

(6) Following the instructions on the Website, send a) a printed copy of the executed Permission and Release Agreement that includes the system-generated Submission identification number and b) five (5) copies of each Mail Piece in packaging equivalent to that which was used when the pieces were originally distributed, if applicable, (collectively the "Submission") to Next Generation Campaign Award, c/o United States Postal Service, PO Box 44091, Washington DC 20026-4091. If you are unable to provide five (5) copies of each Mail Piece in the Submission, please contact the Program office for an explicit permission via e-mail at [NextGenAward@usps.gov](mailto:NextGenAward@usps.gov). The Company Representative may include any additional background information with the Submission. However, the Sponsor cannot guarantee that the optional background information materials will be included in the judging process.

There is no limit on the number of Submissions a Company Representative may submit. If a Submission contains related Mail Pieces and/or Informed Delivery Content that were parts of a multi-piece campaign or a series of alternate versions, then such Mail Pieces and/or Informed Delivery Content will be reviewed jointly rather than individually. If a Submission contains multiple Mail Pieces and/or Informed Delivery Content that were designed and/or produced by different Agencies and/or Printers, each different Mail Piece and/or Informed Delivery Content version submitted must be accompanied by its own Permission and Release Agreement.

All Submissions for the Program must be postmarked by August 12, 2021.

*No responsibility is assumed by Sponsor for Submissions that are illegible, incomplete, late, or misdirected.*

- 6. CONDITIONS OF SUBMISSION:** There is no cost or fee to enter the Program. NO PURCHASE NECESSARY. This Program is entirely voluntary. By making a Submission through a Company Representative, Company represents and warrants that for each Mail Piece and any Informed Delivery Content included in the Submission (1) the Mail Piece and Informed Delivery Content, if applicable, was distributed in some or all of the 50 United States, the District of Columbia, and/or U.S. territories between January 1, 2020, and August 12, 2021 (2) it has the authority to grant the rights conveyed in the Permission and Release Agreement and in these Terms & Conditions, (3) it owns or controls all rights in the Mail Piece, Informed Delivery Content, if applicable, Screenshots, and any trademarks and/or copyrighted material as used therein (collectively the "Assets") and (4) the Mail Piece, Informed Delivery Content, if applicable, and Screenshots do not infringe the copyright, trademark, publicity, or other intellectual property rights of any person or entity.

By making a Submission, Company hereby grants Sponsor and its Governors, officers, employees, contractors and agents a perpetual, worldwide, royalty-free, non-exclusive license to use, exhibit, display, publish, reproduce, commend, and comment on the image of each Mail Piece, corresponding Informed Delivery Content, if applicable, Screenshots, and Assets, in whole or in part, in any and all media, for purposes of or at: (1) mailing industry events, USPS events, forums, and presentations; (2) Sponsor advertising/promotional materials and presentations; and (3) Sponsor's internal and archival purposes. Company also consents to the use of Company's name and/or logo in connection with these purposes.

- 7. ROUND 1 – NEXT GENERATION CAMPAIGN AWARDS PROGRAM SELECTION CRITERIA:** There will be two rounds of judging in the Program. In Round 1, all eligible Submissions received during the Period will be reviewed by the Sponsor or a judging panel, comprised of marketing and mailing industry professionals, selected by Sponsor. All eligible Submissions will be judged based on the innovativeness of the Mail Piece design including, but not limited to, design of the packaging, if applicable, design of contents, technologies employed (including digital/mobile), printing techniques, interactivity, sensory elements, personalization, paper stock and effectiveness of the campaign.
- 8. NEXT GENERATION CAMPAIGN AWARDS FINALISTS:** The number of Submissions selected as finalists to move on to Round 2 (“Finalists”) will be determined by the Sponsor or judging panel. Each Finalist (Mail Owner, Agency, and Printer) will be highlighted via media channels that may include mail, email, or industry publications. Sponsor makes no guarantees regarding the number of outbound emails or mail pieces that will be sent by Sponsor, when such communications will be sent, or the content of what will be sent. Each Finalist will also be featured in an exhibit at a USPS event. Finalists may be featured in the Publication, as defined in, and subject to, section 9 below.
- 9. ADDITIONAL COPIES OF MAIL PIECE:** In its editorial discretion, the Sponsor may elect to include physical copies of Finalist Mail Pieces in the Next Generation Campaign book or a similar publication (the “Publication”). If selected, Company represents that Mail Owner agrees that it will either a) provide an ISO 15930-4:2003 file, such as PDF/X-1a, or another standard printing industry file format for the Mail Piece to the Sponsor so that Sponsor may print up to 30,000 additional copies at its expense, or b) have its Printer produce at least 1000 and up to 30,000 additional copies of the Mail Piece pursuant to a contract entered into between Sponsor and Printer. Mail Piece(s) included in the Publication will appear with a disclaimer substantially in the form of: “Mailpieces included are the Finalists for the USPS-sponsored Next Generation Campaign Awards, but selection does not constitute an endorsement by the Postal Service of the products or services advertised in the mailpieces.”
- 10. ROUND 2 – GRAND CHAMPION AND INNOVATIVE B2B CAMPAIGN AWARD WINNER SELECTION CRITERIA:** The Submissions of all Finalists will each be eligible to be selected to receive an award for the Program Period (the “Next Generation Campaign Grand Champion Award” or “the Innovative B2B Campaign Award”). The winners will be selected by the following method. Sponsor (or a judging panel comprised of marketing and mailing industry professionals selected by Sponsor) will select the winners in accordance with the criteria described in section 7. By no later than October 31, 2021, one Submission will be named the Next Generation Campaign Award Grand Champion and one Submission will be named the Next Generation Campaign Award Innovative B2B Campaign Award winner for 2021. If there is a tie, co-winners will be named. Sponsor reserves the right to designate certain Submissions that were not selected as the Award recipient as honorable mentions.
- 11. NEXT GENERATION CAMPAIGN AWARDS WINNERS:** The Next Generation Campaign Awards recipient(s) will be announced at a USPS event and publicized via media channels that may include mail, email, or industry publications. The Mail Owner, the Agency (if applicable), and Printer (if applicable) of the winning Submission will each receive a Next Generation Campaign Award trophy commemorating their selection as the Innovative B2B and/or Grand Champion winner, as applicable. This award has no approximate retail value, and Sponsor makes no guarantees regarding the number of outbound emails or mail pieces that will be sent by Sponsor, when such communications will be sent, or what will be sent.
- 12. RELEASES:** BY PARTICIPATING IN THIS PROGRAM, THE COMPANY AND ALL COMPANY REPRESENTATIVES ACCEPT ALL RISK AND CONSEQUENCES OF SUBMISSION AND PARTICIPATION IN THE PROGRAM AND AGREE TO RELEASE AND HOLD HARMLESS THE SPONSOR AND ITS GOVERNORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CONSEQUENCES, LIABILITY, LOSSES, DAMAGES (INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR INCREASED DAMAGES) AND COSTS AND EXPENSES, OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING FROM OR RELATED TO THIS PROGRAM, INCLUDING BUT NOT LIMITED TO THE SUBMISSION AND PARTICIPATION IN THE PROGRAM OR ANY CLAIMS BASED

UPON RIGHTS OF PUBLICITY, INVASION OF PRIVACY, INFRINGEMENT OF INTELLECTUAL PROPERTY, OR OTHER CLAIM.

All decisions of Sponsor and judges regarding the construction, interpretation and application of these Terms & Conditions are final and conclusive. The United States Court of Federal Claims will have jurisdiction and will be the proper venue for any dispute arising out of or in any way relating to these Terms & Conditions, and by submitting a Submission, Company consents to the personal jurisdiction of that court for these purposes. Any failure by Sponsor to enforce any of these Terms & Conditions will not constitute a waiver of such Terms & Conditions. If there is any conflict between any of these Terms & Conditions and any marketing or entry materials used in connection with the Program, these Terms & Conditions will govern.