



## IGOART LLC YOUTH ANTHOLOGY CONTEST AGREEMENT & TERMS OF USE

### 1. PARTIES

This Agreement is entered into between **IgoArt LLC** (“Publisher”), a publishing company, and the submitting individual author (“Author”), who is a minor between the ages of twelve (12) and eighteen (18) at the time of submission. Submission of any work constitutes acceptance of this Agreement by the Author and the Author’s parent or legal guardian.

### 2. CONTEST OVERVIEW

The IgoArt Youth Anthology Contest (the “Contest”) is an annual literary competition inviting eligible youth authors to submit original poems, short stories, essays, or other creative written works (“Works”) for possible inclusion in a published anthology.

The anthology may be published and distributed through platforms including, but not limited to, Amazon KDP, IngramSpark, and other third-party retailers, distributors, or resellers, in print, digital, audio, or other formats now known or later developed.

### 3. ELIGIBILITY

- Open to individuals ages 12–18 at the time of submission.
- Author must be a legal resident of the United States unless otherwise stated by Publisher.
- Submissions must be original, unpublished works created solely by the Author.
- Void where prohibited by law.

## 4. SUBMISSION REQUIREMENTS

By submitting a Work, Author represents and warrants that: - The Work is wholly original and not infringing on any copyright, trademark, moral right, privacy right, or other intellectual property right of any third party. - The Work has not been previously published and is not subject to any existing publishing, licensing, or distribution agreement. - The Work does not contain defamatory, obscene, unlawful, or otherwise actionable material.

## 5. ACCEPTANCE AND PUBLICATION

Acceptance of a Work for publication is at the sole discretion of Publisher. Publisher is under no obligation to publish any submitted Work.

Publisher reserves the right to edit, revise, format, adapt, or decline any Work for editorial, legal, or commercial reasons.

## 6. TRANSFER OF RIGHTS

Upon acceptance of a Work for publication, Author irrevocably assigns and transfers to IgoArt LLC all right, title, and interest in and to the accepted Work, including but not limited to: - All copyrights and renewals thereof - All rights of reproduction, distribution, display, performance, adaptation, translation, modification, and derivative works - All rights in all media formats, worldwide, in perpetuity

Accepted Works become the exclusive property of IgoArt LLC. Author retains no ownership, copyright, or control over the accepted Work once transferred.

## 7. COMPENSATION AND ROYALTIES

Author acknowledges and agrees that: - No royalties, dividends, licensing fees, residuals, or other compensation will be paid for submission or publication of accepted Works. - Inclusion in the anthology is non-compensated and provided solely in exchange for the opportunity to participate and be published.

## 8. SCHOLARSHIP CONSIDERATION

Each Author whose Work is submitted, whether accepted for publication or not, will be automatically entered into consideration for a one-time scholarship award in the amount of **\$250 USD**.

- The scholarship is awarded at the sole discretion of Publisher.
- Only one (1) scholarship will be awarded per contest year unless otherwise stated.
- Odds of winning depend on the number of eligible submissions.
- Scholarship funds are non-transferable and may be used for educational purposes at the recipient's discretion.
- Winner will be notified using the contact information provided at submission.

## 9. CREDIT AND ATTRIBUTION

Publisher may, but is not obligated to, credit Author by name or pseudonym in the anthology or related promotional materials. Publisher reserves the right to standardize, modify, or omit attribution for formatting or editorial reasons.

## 10. MORAL RIGHTS WAIVER

To the fullest extent permitted by law, Author waives any and all moral rights, rights of attribution, and rights of integrity with respect to the accepted Work.

## 11. PARENT OR LEGAL GUARDIAN CONSENT

Because Author is a minor, submission to publication requires the consent of a parent or legal guardian. By permitting submission, the parent or legal guardian: - Confirms they are the legal guardian of the Author - Consents to all terms of this Agreement - Authorizes the transfer of rights on behalf of the minor Author

Publisher may require written or electronic proof of guardian consent prior to publication.

## 12. LIMITATION OF LIABILITY

To the maximum extent permitted by law, IgoArt LLC shall not be liable for any indirect, incidental, consequential, or special damages arising out of or related to the Contest, submission, selection, publication, or scholarship award.

## 13. INDEMNIFICATION

Author and Author's parent or legal guardian agree to indemnify, defend, and hold harmless IgoArt LLC from any claims, damages, liabilities, costs, or expenses arising from breach of representations, warranties, or obligations under this Agreement.

## 14. DISQUALIFICATION

Publisher reserves the right to disqualify any submission or participant at any time for violation of these terms, misrepresentation, or suspected fraud.

## 15. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State in which IgoArt LLC is registered, without regard to conflict of law principles. IgoArt LLC is a registered Limited Liability Company in the State of Texas.

## 16. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the Contest and supersedes all prior or contemporaneous agreements or understandings.

## 18. ACCEPTANCE

Submission of a Work constitutes full and unconditional acceptance of these Terms by Author and Author's parent or legal guardian.

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## 19. IMPLEMENTATION & NEXT STEPS

The following implementation steps are recommended to ensure legal completeness, operational clarity, and compliance as the Contest scales:

### 19.1 State-Specific Legal Alignment

Publisher may elect to tighten and tailor this Agreement to the laws of a specific U.S. state, particularly if the Contest anticipates high submission volume or sustained annual operation. State-specific refinement may include adjustments to governing law, venue, consumer protection considerations, and minor contract enforceability standards.

### 19.2 COPPA and Online Submission Compliance

If submissions are collected through an online form or website, Publisher may incorporate Children's Online Privacy Protection Act (COPPA)-style disclosures, including: - Clear notice of data collection practices - Limitations on use of personally identifiable information - Parental consent mechanisms for data submission and storage

Such language may be included in a standalone Privacy Policy or incorporated by reference into this Agreement.

### 19.3 Submission Checkbox and Guardian E-Sign Process

Publisher may operationalize acceptance of this Agreement through: - A mandatory submission checkbox affirming agreement to these Terms - A parent or legal guardian electronic signature or verification step

Electronic acceptance shall be deemed legally binding to the fullest extent permitted by law.

### 19.4 Clarification of Rights for Non-Accepted Works

Publisher may further clarify that Works not accepted for publication remain the exclusive property of their respective Authors, with no rights transferred to Publisher beyond

temporary evaluation for Contest purposes. Such clarification may be added as an express provision in future revisions of this Agreement.

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**IgoArt LLC**

Date of Effect: \_\_\_\_\_

Author Name: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## APPENDIX A: GUARDIAN CONSENT & RIGHTS ASSIGNMENT (SHORT FORM)

**This form must be completed by a parent or legal guardian for all submitting Authors under age 18.**

### Guardian Information

- Parent/Guardian Full Name: \_\_\_\_\_
- Relationship to Author: \_\_\_\_\_
- Email Address: \_\_\_\_\_
- Phone Number: \_\_\_\_\_

### Author Information

- Author Full Name: \_\_\_\_\_
- Author Date of Birth: \_\_\_\_\_

### Consent and Assignment

By checking the boxes below and signing electronically or physically, I certify that:

- ☐ I am the legal parent or guardian of the above-named Author.
- ☐ I have read and agree to the **IgoArt LLC Youth Anthology Contest Agreement & Terms of Use**, including all rights transfer provisions.
- ☐ I expressly consent to my child's participation in the Contest.

- ☐ I approve the submission of my child's Work(s) for editorial review and possible publication.
- ☐ If my child's Work is accepted, I authorize the **irrevocable assignment of all copyrights and related rights** in the accepted Work to **IgoArt LLC**, without compensation, on behalf of my child.
- ☐ I acknowledge that my child will receive **no royalties, payments, or future compensation** for accepted Works.
- ☐ I understand that submission does not guarantee publication or receipt of the scholarship.

## Signature

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Electronic signature and checkbox acceptance shall be deemed legally binding.

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## APPENDIX B: PRIVACY NOTICE (COPPA-ALIGNED)

### 1. Scope

This Privacy Notice applies to personal information collected in connection with the IgoArt LLC Youth Anthology Contest and is incorporated by reference into the Agreement.

### 2. Information Collected

Publisher may collect the following information: - Author name and age - Parent or guardian name and contact information - Submitted written works - Email address and other contact details

No geolocation data, biometric data, or behavioral tracking data is intentionally collected.

### 3. Use of Information

Collected information is used solely to: - Administer the Contest - Review submissions - Contact participants or guardians - Publish accepted Works - Award the scholarship

### 4. Disclosure

Personal information is not sold or rented. Information may be shared only with: - Publishing and distribution partners solely as necessary for publication - Service providers assisting with contest administration - Legal authorities if required by law

## 5. Parental Rights

Parents or legal guardians have the right to: - Review personal information collected about their child - Request correction or deletion of personal information - Withdraw consent at any time prior to publication

Requests may be directed to IgoArt LLC using the contact information provided on the official Contest website.

## 6. Data Retention

Personal information is retained only as long as reasonably necessary for Contest administration, publication, and legal compliance. Submissions not accepted for publication will be immediately destroyed.

## 7. Security

Reasonable administrative and technical safeguards are used to protect collected information.

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# APPENDIX C: GOVERNING LAW & VENUE: TEXAS

### **Texas Governing Law Clause**

This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to its conflict-of-laws principles. Venue for any dispute arising under or related to this Agreement shall lie exclusively in the state or federal courts located within the State of Texas.

This clause may replace Section 15 (Governing Law and Venue) in its entirety at Publisher's discretion without affecting the remainder of the Agreement.