

## **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”), November 1, 2019, and ends at 11:59 p.m. ET, February 14, 2020 (“Program Period”).
- 3. PROGRAM OBJECTIVE:** The objective of the Program is to recognize certain innovative direct mail marketing and communication campaigns: those that use the Informed Delivery® feature in an Informed Delivery Campaign (as defined below), and business-to-business (B2B) campaigns that do not necessarily utilize the Informed Delivery feature, but do incorporate advancements in printing and mobile technologies (such as 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:** The Program contemplates two (2) awards: (a) a Next Generation Campaign Grand Champion award, and (b) a Next Generation Campaign Innovative B2B Award winner. To be eligible for Grand Champion, the submission must be made by a company (“Company”) that commissioned, designed, or printed a mail piece (“Mail Piece”) that was utilized in an Informed Delivery Campaign as defined below. Eligibility for the Innovative B2B Award does not require utilization of the Mail Piece in an Informed Delivery Campaign, and a submission may be made by any Company that commissioned, designed, or printed a Mail Piece utilized in a B2B campaign that incorporates some or all of the innovations described above. It is possible for a single submission to win both awards if the submission is an Informed Delivery Campaign.

An Informed Delivery Campaign is an interactive campaign submitted through *Posta!One!*, the Informed Delivery support team, or the Informed Delivery Mailer Campaign Portal. To qualify as an Informed Delivery Campaign, the Mail Piece submitted must have: (1) corresponding customized digital color content (color supplemental content) and (2) interactive content (a URL) that can be accessed by consumers from their Informed Delivery email notification, the Informed Delivery mobile app, or their Informed Delivery dashboard (collectively the “Informed Delivery Content”). USPS requirements for Informed Delivery Campaigns are set out at <https://www.usps.com/business/informed-delivery.htm>.

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, 2019, and February 14, 2020. 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 the time of Submission, b) employed by the Company, and c) have the full power and proper authority to submit, execute the required Permission and Release Agreement (including permissions from all parties involved in the design and production of the submitted Mail Piece (and Informed Delivery Content, if applicable), permissions from all parties who own intellectual property rights in the submitted Mail Piece (and Informed Delivery Content, if applicable), and the identity of all parties for whom credit must be given in connection therewith), and agree on Company’s behalf to these Terms & Conditions. **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.”

- 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) digital copies of any Informed Delivery Content (including all color images and URLs used in the Informed Delivery Campaign) and b) up to five (5) high-resolution screenshots of the website linked to by the URL(s) that accurately reflect the consumer experience (the "Screenshots"). B2B Campaign submissions should similarly reference any Content accessible directly from the Mail Piece (such as, e.g., link to an Augmented Reality experience), and up to five (5) high resolution screenshots that accurately reflect the consumer experience. 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 March 15, 2020. (6) Download the Permission and Release Agreement through the link that is provided in your confirmation email. (7) 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 February 14, 2020.

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 was distributed in some or all of the 50 United States, the District of Columbia, and/or U.S. territories between January 1, 2019, and February 14, 2020, (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, Screenshots, and any trademarks and/or copyrighted material therein (collectively the "Assets") and (4) the Mail Piece, Informed Delivery Content, 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, and reproduce the image of each Mail Piece, corresponding Informed Delivery Content, Screenshots, and Assets, in whole or in part, in any and all media, for purposes of: (1) displaying the Mail Piece, Informed Delivery Content, Screenshots and Assets at mailing industry events, forums, and presentations (including, but not limited to, the 2020 National Postal Forum, or "NPF"); (2) commending, exhibiting, and/or commenting on the Mail Piece, Informed Delivery Content, Screenshots, Assets, or portions thereof in or on 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. For Mail Pieces submitted as Informed Delivery Campaigns, the following additional selection criteria will be considered: (1) Design of the Informed Delivery Content including, but not limited to, the contents, the clarity of the message, and the call to action, (2) Design and usability of the website linked to by the Informed Delivery Content, and (3) Consistency of design and messaging across the Mail Piece, Informed Delivery Content, and the website linked to by the Informed Delivery Content.
- 8. NEXT GENERATION CAMPAIGN AWARDS FINALISTS:** The Next Generation Campaign Innovative B2B Award winner will be determined by the Sponsor or judging panel at the conclusion of Round 1. Winner will be notified no later than April 15<sup>th</sup> 2020. For the Next Generation Campaign Grand Champion, 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 NPF. Finalists may be featured in the Publication, as defined in, and subject to, paragraph 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") to be distributed at the 2020 NPF, with further distribution afterwards. 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 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"). The Grand Champion will be selected by the following method: Submissions of all Finalists will be voted on by marketing and mailing industry representatives in attendance at NPF. The Sponsor will inform representatives in attendance of the voting criteria described in paragraph 7. Sponsor's counting and determination of votes and results is final. By no later than April 28, 2020, one Submission will be named the Next Generation Campaign Award recipient for 2020. 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 the 2020 National Postal Forum in Orlando, Florida, 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 Federal Court of 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.