

Law Student Intellectual Property Writing Competition

Guidelines and Criteria

INTRODUCTION

Brooks Kushman is pleased to announce its Law Student Intellectual Property Writing Competition (“Competition”). A writing competition open to any law student in good standing and currently enrolled in an ABA-accredited law school, and who is a citizen or legal permanent resident of the United States.

Founded in 1983, Brooks Kushman has built a national reputation as a premier intellectual property and technology law firm. We accomplish this with the understanding that the most effective IP solutions come from putting great minds together—our clients and our own. With offices in Michigan, California, Washington D.C., and Nevada, we forge strong relationships with corporations, small to medium-sized businesses, and leading universities across the country. Brooks Kushman counts a number of Fortune 100 Corporations across a variety of industries among its clients. Our attorneys have a deep understanding and broad range of experience in a variety of industries and technologies, including consumer electronics, manufacturing, medical device, computer technology, aerospace, chemicals, biotechnology, and retail.

AWARD CRITERIA AND LIMITATIONS

1. Brooks Kushman will present an award, based on excellence, to a law student who writes a substantive paper on any aspect of trademark or patent law. Awards will be based on authorship of superior literary effort that advances and serves the interests and understanding of an emerging issue in intellectual property law. Topic selection is one of the criteria judged. The paper should be an original, practical examination of issues (rather than a recitation of existing research) related to the student’s topic.
2. All submissions must be the original work of the entrant. Any relevant article may be submitted for the competition, including writing submitted for academic credit. Only one paper may be submitted by each entrant.
3. There will be no more than one first place award given. The author, subject, and title of the paper, and the law school attended will be included in the announcement of the award.
4. Law Student Winners:
First Place

The first-place award is a \$5,000 honorarium, consideration for publication on the Brooks Kushman website, and an interview with the Brook Kushman hiring team.

Runner(s)-Up

A second-place winning paper will be named if deemed appropriate by Brooks Kushman. The second-place winner's paper will be considered for publication on the Brooks Kushman website. Additional runners-up may be named at the discretion of Brooks Kushman.

PROCEDURE

1. Papers should follow *The Bluebook: A Uniform System of Citation* style, and be a minimum of 15 typewritten, double-spaced, letter-size pages of text (or not less than 3,750 words of text) *plus* appropriate endnotes for a paper of publishable quality. Papers may not exceed 35 pages inclusive of endnotes.
2. In addition to the paper, each contestant **must** provide an electronic copy of their resume.
3. Each contestant must send one copy of the paper and resume via email by 11:00 p.m. (Eastern Standard Time), Wednesday, January 18, 2023, to BrooksCompetition@brookskushman.com.
4. Brooks Kushman reserves the right not to award any prizes if it is determined that no entries are of sufficient quality to merit selection that year.
5. Brooks Kushman will notify by email the winner by Friday, February 3, 2023. If a potential winner does not respond within 5 business days after Brooks Kushman's first attempt to notify them, or if the notice is returned as non-deliverable, the potential winner forfeits all rights to be named as winner or receive a prize, and an alternate winner may be selected.

ADDITIONAL TERMS AND CONDITIONS

Brooks Kushman is not responsible for any computer or software errors, Internet failures, telecommunication or hardware or software failures, printing errors in these rules, or other technical failures incurred by contestants. Brooks Kushman is not responsible for errors or for lost, late, or misdirected mail or email, including by reason of any bug or computer virus or other failure.

Brooks Kushman may cancel, modify, or terminate the competition if it is not capable of completion as planned, including by reason of infection by computer virus, tampering, unauthorized intervention, force majeure, or technical difficulties of any kind.

1. By entering this contest, contestant:
 - a. represents that their paper is original content;
 - b. understands that Brooks Kushman will not return their submitted copy;
 - c. agrees that Brooks Kushman may publish a winning essay and gives Brooks Kushman a non-exclusive right of publication worldwide and the right to use the

- contestant's name, likeness, and biography in connection with such publication without further compensation;
- d. agrees that Brooks Kushman has the right to edit the paper to conform to standards of style, technological requirements, language usage, grammar, and punctuation, provided that the meaning of the paper is not materially altered;
 - e. must execute a separate licensing agreement giving Brooks Kushman the publication rights enumerated above. If the winner fails to sign the agreement within 5 business days of receipt, the prize will be considered forfeited and another winner potentially named;
 - f. retains full copyright to their entry except that winners are required to license certain rights to Brooks Kushman as a condition of entry; and
 - g. if selected as the winner, must submit a completed W-9 to receive the honorarium. The full fair market value of the prize will be reported on a 1099. The winner is responsible for all taxes in connection with receiving a prize.
2. Each contestant releases Brooks Kushman and its respective employees, officers, directors, contractors, agents, representatives, successors and assigns from any damage, loss, or other liability that may arise from or in any way relate to participation in this Competition. This Competition will be governed by all federal, state, local and municipal laws and regulations. **This Competition is void where prohibited by law.** Any claim, judgment, or award will be limited to a contestant's actual out-of-pocket costs associated with entering this Competition. The contestant hereby waives any right or claim to attorney's fees, indirect, special, punitive, incidental, or consequential damage.
 3. By participating, each entrant agrees to these Official Rules and the decisions of Brooks Kushman, and releases and discharges Brooks Kushman and its respective employees, officers, directors, contractors, agents, representatives, successors and assigns from any and all liability whatsoever in connection with this Competition, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively "Claims"). Except where prohibited, acceptance of a prize constitutes a release by any winner of any and all Claims in connection with the administration of this promotion and the use, misuse or possession of any prize. All entries become the property of Brooks Kushman and will not be acknowledged or returned. Chances of winning will vary depending on the number and quality of entries.

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Please contact Ben Stasa, Shareholder, with any questions at bstasa@brookskushman.com.