



Project Orange Thumb 2010 Application

The application has two parts. Part one is the written portion of the application. Part two will be an assignment challenging you with a little creativity.

APPLICATION INSTRUCTIONS:

1. If media materials are sent in response to part two, they should be in a conventional DVD, CD format. Jump drives, portable hard drives or other storage devices can be submitted – but will not be returned (PAL, SECAM, BETA, or other non-traditional formats will not be accepted). If you are submitting websites, podcasts or vidcasts a direct link to content is required.
2. Application materials will not be returned – and become the sole property of Fiskars.

PART ONE –APPLICATION

Below is the type of information and questions we will be gathering for the application.

The part one online application needs to be submitted by March 1st, 2010 for the U.S. and Canada and by March 31st, 2010 for Australia and New Zealand.

Information about you:

Basic and contact information to keep in touch with you throughout the process. You are the primary applicant for your garden. All correspondence will go through you..

Information about the garden:

What is the name of your garden. What is the name for your organization (can be something fun if not official, i.e. "Tilling Tigers")? Are you a non-profit organization and what your exemption number is. Where the garden is located? Where will Fiskars be shipping tools to (if different from contact information)?

Part Two – Creative Submission

Creative Inspiration/Vision (any format): Use words, pictures, video, art, music, whatever is most "you" to answer the question below. We would like to encourage you to think broadly and creatively. There are no limits to the creativity of this response. Draw, paint, scrap, sew, tape, glue, tear, print, edit, or record your response to the question. Your artistic talent is not an issue (and will not be judged), so don't sweat it! Let your creation speak volumes! Think outside the box....we aren't setting restrictions.

Fifty years from now your state historical society is creating an exhibit featuring the state's greatest and most significant community gardens. You are to present to the board, in your most creative way, what about your community garden is worthy of being a part of the exhibit.

Be sure to include photos and/or video of the space, people and place that relate to your grant application (if you have them, this is not a requirement of the grant).

Part 2 Submission Mailing Addresses:

United States / Canada

Fiskars
Attn: Project Orange
Thumb
2537 Daniels St.
Madison, WI
53718

Australia / New Zealand

Fiskars
Attn: Project Orange
Thumb
39 - 41 Fennell Street
Port Melbourne, Victoria
3195

Part 2 submission should be post-marked by March 1st, 2010 for the U.S. and Canada and by March 31st for Australia and New Zealand.

2010 PROJECT ORANGE THUMBSM APPLICATION

RULES OF PARTICIPATION

1. Entries will be judged, and recipients chosen, by a panel of Fiskars Brands Inc. personnel and industry professionals, based on the following criteria and requested information described herein. Decision of the judges in all matters is final. Grant Recipient criteria will utilize a point scale system to evaluate: adherence to all grant requirements, overall adherence to theme, overall plan goals/objectives, communication objectives, initial impression/ability to inspire new gardeners, community involvement plan, and overall project execution plans.
2. All information is required to process the application. Incomplete applications will not be considered. Sponsor is not responsible for contacting applicants with missing information.
3. All entries become the sole property of Fiskars Brands Inc. and will not be returned. Fiskars Brands Inc. reserves the right to publish submitted materials. (see License and Release Agreement)
4. Open to any community garden in the 50 United States, DC, Canada, Australia and New Zealand.

5. A list of recipients from 2010 and previous years will be available at the Project Orange ThumbSM website at www.fiskars.com after 2010 recipients are announced.
6. Odds of receiving a grant depend on the number of eligible entries received, and the quality of those eligible entries as perceived by the qualified judges.
7. Recipients will be notified by email to the email address provided during the application process, and are required to sign an affidavit of eligibility, mutually agreeable liability release and/or publicity release ("Releases"). All prize claims are subject to verification of eligibility and compliance with the terms of these Official Rules. If a potential winner is unreachable after five (5) business days, fails to provide all information required on the Releases, fails to sign and return the Releases, or if potential recipient is unavailable for grant fulfillment, an alternate recipient will be chosen. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify chosen recipients or award grant, or for any late, lost, misdirected, or unsuccessful efforts of recipients to claim grant.

GRANT RECIPIENT REQUIREMENTS:

Grant recipients must...

1. Grant a publicity release permitting Fiskars Brands Inc. to publicize and promote the grant and agree to participate in publicity requests associated with the Project Orange ThumbSM program;
2. With assistance from Fiskars, publicize to the local community their garden and the support it received from Fiskars;
3. Prominently post signage provided by Fiskars recognizing the grant;
4. Provide routine updates on Project Orange ThumbSM blog site (photos, narrative, video) of the garden throughout the process and growing season. **This is a non negotiable for all grant recipients;**
5. Coordinate, with help from Fiskars, a ribbon cutting ceremony presenting your garden to the local community. This ceremony must take place between May-September 4th, 2010;
6. Participate in electronic community forums (blogs) regarding your community garden; and
7. Submit a final report (including 24 photos, either developed or on a cd) describing how the garden and the community benefited from the grant. This must occur no later than September 4, 2010.

PART 2 RESPONSE MAILING ADDRESSES:

United States / Canada

Fiskars
 Attn: Project Orange
 Thumb
 2537 Daniels St.
 Madison, WI
 53718

Australia / New Zealand

Fiskars
 Attn: Project Orange
 Thumb
 39 - 41 Fennell Street
 Port Melbourne, Victoria
 3195

QUESTIONS:

www.fiskars.com, email orangethumb@fiskars.com or call 800.500.4849 ext. 2812.

ADDITIONAL RULES & RESTRICTIONS:

CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO VOID OR DISQUALIFY ANY SUCH INDIVIDUAL MAKING SUCH AN ATTEMPT, AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The Sponsor is not responsible for: (i) transmissions or entries that are lost, late, stolen, incomplete, damaged, garbled, destroyed, misdirected, inaccurate, undelivered, delayed or any entries submitted in a manner that is not expressly allowed under these rules; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond the Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Program; or (iv) any other errors or problems of any kind relating to or in connection with the Program, whether computer, network, technical, mechanical, printing, typographical, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Program, the processing of entries, the announcement of the grant or in any Program - related materials. All entries that are incomplete, or do not conform to the rules of this Program will be disqualified. Sponsor reserves the right to cancel, modify or terminate the Program if fraud, misconduct or technical failures destroy or threaten the integrity of the Program, or if a computer virus, bug, other technical problem or unauthorized human intervention corrupts the administration, security, or proper conduct of the Program as determined by Sponsor, in its sole discretion. In the event of early termination, Sponsor may, at its sole discretion, select the potential winner randomly from all eligible, non-suspect entries received as of the time/date of such termination.

Sponsor reserves the right to alter or terminate this program at its sole discretion in the event of extreme, unexpected or unusual circumstances that compromise the integrity of the contest. Sponsor is not responsible for printing, typographical, mechanical or other errors, including such errors that may lead to erroneous appearance of qualification for a prize.

By participating in this Program, entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to this Program. In the event a grant recipient is found to be in violation of any of these rules, he/she will be required to forfeit the prize or to reimburse the Sponsor for the stated value of the prize if such violation is found after the prize has been used by winner. Acceptance of a grant constitutes permission for Sponsor and its designees to use recipient's name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity, without limitation or further compensation, notification or permission, unless prohibited by law. By participating, entrant further agrees to release and hold Sponsor harmless from and against any and all claims, damages and liability of any kind arising from or in connection with, in whole or in part, directly or indirectly, the acceptance, possession or use/misuse of the grant, participation in the Program or in any grant-related activities, and assumes all liability in

connection therewith.

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EFFECTIVE AS OF NOVEMBER 3RD, 2008

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2. Use and permit to be used your name, whether in original or modified form, in connection with the Works as we may choose, and
3. Display, perform, exhibit, distribute, transmit or broadcast the Works by any means now known or hereinafter to become known.

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- A description of the copyrighted work that you allege is being infringed, or, if multiple copyrighted covered by a single notification, a representative list of such works;
- A description of the allegedly infringing material and information sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and/or an electronic mail address;
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, or its agent, or the law; and
- A statement by you that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed.

You should provide notice of any alleged copyright infringement to our designated agent as follows:

FISKARS BRANDS, INC. 2537 Daniels Street Madison, WI 53718.

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In the event that the Web site mistakenly lists a product at an incorrect price, we reserve the right to refuse or cancel any orders placed for product listed at the incorrect price. We reserve the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we shall issue a credit to your credit card account in the amount of the incorrect price.

DELIVERY OF NOTICE

We may deliver notice to you by means of e-mail, a general notice on the Web site, or by other reliable method to the address you have provided to us.

CHOICE OF LAW; JURISDICTION; VENUE

Your use of this Web site shall be governed in all respects by the laws of the State of Wisconsin, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this Web site shall be in the state or federal courts located in Dane County, Wisconsin. You further agree and submit to the exercise of personal jurisdiction over you by such courts for the purpose of litigating any such claim or action.

LIMITATION ON PERIOD TO BRING CLAIMS

Any cause of action or claim you may have with respect to the Web site must be commenced within one (1) year after the claim or cause of action arises.

WAIVER, ESTOPPEL

Our failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions.

ASSIGNMENT AND DELEGATION OF RIGHTS

We may assign our rights and delegate our duties under these Terms and Conditions to any person at any time without notice to you.

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Harassment in any manner or form on the Web site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a FISKARS BRANDS, INC. or other licensed employee, host, or representative, as well as

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INDEMNIFICATION

You agree to indemnify, defend, and hold harmless FISKARS BRANDS, INC., its officers, directors, employees, agents, licensors, and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Web site using your Internet account.

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PRIVACY POLICY

Our Privacy Policy is part of these Terms of Use.

COMPLETE AGREEMENT

These Terms of Use (including our Privacy Policy) constitute the entire agreement between you and us with respect to the Web Site and supersedes all prior or contemporaneous communications and proposals between you and us with respect to the Web site. If any provision of these Terms of Use is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect.

PRIVACY POLICY

Effective as of November 3rd, 2008

This Privacy Policy applies to information provided by you or collected by us when you visit www.projectorangethumb.com and when you request information from us. **By using or accessing this Web site you are agreeing that we may use your information as stated in this Privacy Policy. If you do not agree to our use of your information according to this policy, do not use this Web site.** Our Privacy Policy does not apply to other Web sites you may visit, including those that may be linked to this Web site. We are not responsible for and cannot control the privacy or other practices of Web sites owned or operated by others.

REVISIONS

We may revise our Privacy Policy at any time by updating this posting, and your use after such change signifies your acceptance of the changed terms. Please check these terms of use periodically for changes. This policy is intended to help you understand how FISKARS BRANDS, INC. its subsidiaries and affiliates ("FISKARS BRANDS, INC.," "we," or "us") collect, use and safeguard the information you provide on our Web site.

INFORMATION WE COLLECT; COOKIES AND IP TRACKING

You may generally browse this Web site without providing any personal information. However, there are cases in which we may ask you for personal data. For example, we will occasionally conduct on-line surveys to better understand the needs and profiles of our visitors. In addition, we may request personal information when you register to receive additional information about our products and services, sign up for a newsletter, or send us a question. Even if you choose not to give information we request, you can still visit most of this Web site, but you may be unable to access certain options, offers, functions, and services.

In case you change your mind about providing us personal information, or wish to update or delete personal information, you can do this by contacting us as specified below.

We may use cookies or track the IP address of the computers you use to access our Web site. Cookies are small files of computer code that are placed on your computer to identify you and make it easier to access your favorite materials when you return to our Web site or to keep track of your actions on our Web site. We do not use cookies to track your browsing away from our own Web sites. If for any reason you wish not to take advantage of cookies, you may set your browser not to accept them. Should you elect to set your browser to not accept cookies, you may not have access to all features available on the website.

HOW WE USE YOUR PERSONAL INFORMATION

If you provide us with personal information we will use it to respond to requests you make, to complete purchases, and for other purposes you authorize or request. We will not automatically place you on any list to receive e-mail or for any phone marketing list.

Personal information provided by users who are 13 or more years of age may be used for marketing and promotional purposes only by FISKARS BRANDS, INC. and its subsidiaries and affiliates. We do not rent, sell or otherwise distribute to third parties, your personal information entered or collected on this Web site. While we use all reasonable efforts to safeguard the confidentiality of your information, you agree that we will have no liability for disclosure of any information obtained due to errors in transmission or the unauthorized acts of third parties. Fiskars also reserves the right to change or update this policy, or any other policy or practice, at anytime. Any changes or updates will be effective immediately upon posting to this Web site.

We may share statistical or aggregated non-personal information about our users with advertisers, business partners, sponsors and other third parties. This data is used to customize Web site content and advertising to deliver a better experience to our users.

Personal information provided by users who are 13 or more years of age may be used for marketing and promotional purposes only by FISKARS BRANDS, INC. and its subsidiaries and affiliates. We do not rent, sell or otherwise distribute to third parties, your personal information entered or collected on this Web site. While we use all reasonable efforts to safeguard the confidentiality of your information, you agree that we will have no liability for disclosure of any information obtained due to errors in transmission or the unauthorized acts of third parties. Fiskars also reserves the right to change or update this policy, or any other policy or practice, at anytime. Any changes or updates will be effective immediately upon posting to this Web site.

We may share statistical or aggregated non-personal information about our users with advertisers, business partners, sponsors and other third parties. This data is used to customize Web site content and advertising to deliver a better experience to our users.

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We encourage parents and guardians to monitor and participate in their children's online activities. Unless you are viewing a Web site directed specifically to children, no information should be submitted to this site by users under 13 years of age and users less than 13 years old are not allowed to register for newsletters, clubs or activities. In addition, users less than 18 years of age are not allowed to make purchases or participate in contests, except for those specifically directed to children. Where appropriate, we may ask you to indicate your age to verify compliance with these policies.

We do not knowingly collect information from our guests under 13 years of age or provide any personally identifying information from such guests to any third party for any reason whatsoever. We do not allow guests known to be under 13 years of age to receive direct marketing communications from us or third parties.

CONTACT INFORMATION

This Web site is owned and operated by FISKARS BRANDS, INC. Questions about this Privacy Policy should be directed to: FISKARS BRANDS, INC. 2537 Daniels Street, Madison, WI 53718 or legal@fiskars.com. For all other inquiries, refer to the [Customer Service](#) section of our home page.



GENERAL APPLICATION / COVER SHEET

Date: _____ Application Type: Education Community Senior Center

Contact name: _____

Organization: _____

Contact shipping address: _____

City, state/province, postal code: _____

Country: _____

Contact phone: _____ Contact cell phone: _____

Contact email address: _____

Organization website (if applicable): _____

Garden name: _____

Garden location: _____

Is your organization an IRS 501(c)(3) not-for-profit, charity, non-taxed organization?
_____ YES _____ NO

Tax Exempt Number: _____

Number of attached pages: _____ Other items included: _____

Requested planting date (after March 31, 2010). Please allow a 4 week window:

_____ to _____
(mm/dd/yyyy) (mm/dd/yyyy)

Tool Shipping Address:

City, State/Province, Postal Code: _____

About the Garden: If chosen, a grant recipient's tools, etc. will arrive in large packages and/or crates. If these are not deliverable to the contact address provided (for example P.O. Box's would not accommodate these deliveries) an alternative address that can accommodate large shipments should be provided (i.e. tool shipping address)

REQUIRED APPLICATION SUPPORT MATERIALS
(Individual typewritten pages) Please keep in mind the 4,000 Character Limit

Grant Question 1: Describe the SMART (Specific, Measurable, Attainable, Realistic, Timely) goals and objectives of your project. This information should provide a clear and concise view of how and why this garden will make a difference. These goals and objectives should be the backbone of your successful project.

Grant Question 2: How will you involve members of the community in planning, installing and caring for the garden? How many people will be directly involved? Describe plans for service-learning, neighborhood beautification or entrepreneurial projects connected to the garden. What other organization(s) is/are currently, or will potentially be providing assistance for your garden? Specifically, what kind of support would you receive from each group.

Grant Question 3: Explain whether this will be a new garden initiative or are plans made for an already existing garden. Include types of plants and garden location and dimensions. Include maps, diagrams, or drawings. Include the techniques or methods you will use (e.g. outdoor raised beds, outdoor containers, etc.).



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