



## Calendar Contest Official Terms & Conditions

**General Conditions.** Your entry in this Contest constitutes your consent to be bound by these Official Rules and the decisions of Sponsor and the contest judges, and to the use of your entry information and your photography in accordance with these Official rules and the terms and conditions stated on the official Contest entry form. By entering the Contest, you agree to Sponsor's and its licensees' use of your name, likeness, and biographical information in any media for any commercial, advertising or trade purpose without limitation or further compensation, unless prohibited by law. By entering the Contest, you further agree to release and hold harmless Sponsor and its parents, subsidiaries, affiliates, and promotional agencies, and all of their respective directors, officers, employees and agents, from any and all liability, claims, injuries, losses or damages of any kind arising from or in connection with your participation in the Contest. Sponsor, in its sole discretion, reserves the right to suspend, modify or terminate this Contest if it determines in its sole discretion that tampering, fraud, or any other cause beyond the reasonable control of Sponsor has corrupted, compromised or impaired the security, integrity, fairness or proper operation of the Contest. All personal information received through your entry into this contest will be governed by Sponsor's privacy policy.

**Limitations of Liability.** By entering the Contest, entrants agree to release Sponsor and its employees, agents, affiliated companies, and advertising agencies ("Released Entities") from any and all liability arising from: (1) any incorrect or inaccurate information, whether caused by writer, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the announcement in any Contest-related materials; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants' participation in the Contest; or (6) any third-party claims of intellectual property infringement. Entrants further agree to release Released Entities from any and all liability arising from malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof.

- It must not be created or submitted by anyone under a contractual, employment or other obligation to any other individual or entity to provide the types of materials solicited hereunder as a part of an exclusive obligation, first right of refusal, or other similar restriction;
- It cannot be sexually explicit, pornographic, violent (e.g., relating to murder, weapons, cruelty, abuse, etc.), or depict tobacco or alcoholic products, as determined in the sole discretion of the Sponsor;
- It cannot depict or encourage illegal behavior (e.g., underage drinking, substance abuse, computer hacking, etc.), as determined in the sole discretion of the Sponsor;
- It cannot be offensive, threatening, profane, defamatory, discriminatory, harassing, inappropriate or otherwise objectionable, as determined by the Sponsor in their sole discretion.
- It cannot include website addresses, phone numbers, license plates or any other personally identifiable information for any individual or entity or otherwise violate the privacy rights of any individual or entity,
- It must otherwise comply with these Official Rules.

Participants who, in the sole discretion of Sponsor, submit an item that fails to meet any of these entry requirements will be disqualified.

**Participant Representations & Warranties; Consent to Use Name & Likeness.** By entering the Contest, each participant agrees that: (i) he/she consents to Sponsors' use of his/her submission in the Contest in the manner set forth in these Official Rules; (ii) the submission cannot be used by participant (or others) for any commercial purposes whatsoever other than to enter this Contest; (iii) the submission has not been previously published by participant and does not violate or infringe on the rights or intellectual property of any third party or entity; (iv) the submission does not defame or violate publicity rights or the privacy of any person, living or deceased, or otherwise violate or infringe upon any person's personal or intellectual property rights or any other third party rights; (v) participant has read, accepted and agreed to be bound by all terms of these Official Rules and the privacy policy posted on the Contest Website; and (vii) participant may be contacted by email.

Each participant further agrees that he/she hereby grants to the Contest Entities, jointly and severally, the perpetual, worldwide, transferable and royalty-free right to publicly exhibit participant's name and likeness, including, without limitation, the participant's submission, in whole or part, on their respective websites in connection with the administration and fulfillment of the Contest (including without limitation, display on the Contest Website), and/or for advertising and promoting the Contest and/or the Contest Entities in any and all media, without additional notice, permission or compensation to participant.

**Ownership/Use of Entries.** Participants agree that Sponsor will own the winning submission (and all rights embodied therein) and that Sponsor and its designees, including the Contest Entities, may exploit, edit, modify, and distribute the winning submission and all elements of such submission, in any and all media now known or hereafter devised, worldwide, in perpetuity without additional compensation, permission or notification, or attribution to participant or any third party (except where prohibited by law), including, without limitation, on-air, online and on the Contest Website. Participants will not disseminate or otherwise submit the submission to any other entity or individual for publication or use of any nature. Sponsor reserve all rights not expressly granted herein.

**Judging & Winner Selection.** Sponsor will judge all eligible submissions using the following judging criteria: a) creativity (25%); b) visual appeal (25%); c) interpretation of the Candy Coated theme (50%); collectively, the "Judging Criteria").

Twelve (12) winners (once verified and confirmed by Sponsor as set forth below, the "Winner") will be selected by the Judges based upon the Judging Criteria. In the event of a tie, the Judges will determine the winner from among the tied entries based on the Judging Criteria. The potential Winner will be notified via email and must meet all eligibility requirements including the execution and return to Sponsor of all necessary releases and documents within the time specified below, unless otherwise indicated.

Potential Winner must meet all eligibility requirements including the timely execution and return of all necessary releases and documents within two (2) days of Sponsor issuing the notification that he/she is being considered as a potential Winner. Noncompliance within this time period or failure of potential Winner to respond after two (2) notification attempts may result in disqualification and, at Sponsor's discretion, an alternate Winner may be selected. If (i) any prize or prize notification is returned as undeliverable, (ii) a potential Winner declines his or her prize, or (iii) a potential Winner fails to comply with any of the Official Rules as outlined herein, such potential Winner will be disqualified and an alternate Winner may be selected by the Judges, at Sponsor's sole and absolute discretion. The decisions of Sponsor and the Judges in all matters regarding this Contest are final and binding.

**Prize.** Twelve (12) will receive the following prize: Awarded a full calendar page for respective month, one accompanying headshot, calendar space for short personal bio. The winner selected as Best Overall will be awarded with the Calendar Cover. No cash prizes will be awarded in this contest.

**Indemnification & Limitation of Liability.** Each entrant agrees to release, discharge, hold harmless and indemnify each of the released parties from and against any claims, damages, disability, attorneys' fees, and

costs of litigation and settlement, as well as any liability whatsoever for injuries or damages of any kind sustained in connection with the use, acceptance, possession, misuse or awarding of the prize, while preparing for, participating in and/or traveling to and from any prize-related or contest-related activity, including, without limitation, any injury, damage, death, loss, or accident to person or property. Each winner agrees (as between the related parties and such winner) that the prize won is provided as-is without any warranty, representation, or guarantee, express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose. Each entrant agrees that (1) Any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with participating in this contest, but in no event attorneys' fees; And (2) Under no circumstances with entrant be permitted to obtain awards for, entrant hereby waives any and all rights to claim punitive, incidental, and consequential damages, and any other damages other than the actual out of pocket expense and waives any and all rights to have damages multiplied or otherwise increase.

**General.** The Released Parties and their respective employees, officers, directors, representatives and agents are not responsible for technical, hardware or software failures of any kind, lost or unavailable network, cable, satellite, Internet service provider, email service/availability, telephone, telephone lines or other connections, preemptions, blackouts or any other non-controllable acts concerning a television broadcast, or incorrect, incomplete, misdirected, undelivered, lost, late, garbled or stolen entries or computer transmissions, or other errors or problems of any kind which may limit or affect a person's ability to participate in the Contest. In the event of sabotage, acts of God, terrorism, computer virus, worm, bug, or other events or causes beyond Sponsor's reasonable control, which adversely affect the integrity, administration, security, proper operation or fulfillment of the Contest, Sponsor reserves the right to cancel, modify or suspend the Contest or fulfillment of the Contest (or any portion thereof). In the event of cancellation, modification or suspension, Sponsor reserves the right, at its sole discretion, to award the prize from among all eligible, non-suspect entries received up to the time of such action.

**Arbitration/Class Action Waiver.** PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT OR CLASS ACTION IN COURT. The Contest Entities and you ("Parties") agree that these Official Rules affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

Any dispute/claim relating to this contract or its breach, the Official Rules or any prize awarded ("Claim"), that is not informally resolved within fifteen (15) days of notice, shall be finally resolved by arbitration in your state of residence. The arbitration will be administered by the AAA under its AAA Rules, will be conducted in English and by a single arbitrator, and any court with jurisdiction may enter judgment regarding the arbitrator's award.

You are responsible for any other costs that you may incur in the arbitration, including, attorney fees and expert witness costs, unless the Contest Entities are otherwise required to pay such costs under applicable law. You may pursue your claim in small claims court where jurisdiction and venue over the Contest Entities is proper if your claim otherwise qualifies for such court and you do not seek any equitable relief.

The Parties agree that the Contest Entities and you will resolve any Claim on an individual basis, and that any Claim will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding ("Class Proceeding"). The Parties further agree that neither will participate in any current or future Class Proceeding brought by any third party relating to the contract, Official Rules, Promotion or any prize.

If any court or arbitrator determines that the class action waiver is void or unenforceable or that arbitration may proceed on a class basis, then the relevant claim will not be subject to arbitration and must be litigated in federal court located in New York, New York.

The agreement to arbitrate and class action waiver also apply to any Claims you assert against the Contest Entities' or their advertisers or their respective present or future parent, subsidiary or affiliated companies.

**Privacy Notice.** By participating in this Contest, participants acknowledge and agree that any personally identifiable information submitted, such as email address name and date of birth will be held and used by Sponsor solely to administer and fulfill this Contest and will otherwise be subject to GLiterations Privacy Policy.

Official Rules or Winner's List. For a copy of these Official Rules or the Winner's Name send a self-addressed, stamped envelope to the following address (please specify "Official Rules" or "Winners"): GLiterations Attn: GLiterations Urban Publisher Legal Dept. / Candy Coated Calendar Contest, Junction City, KS 66441.

Sponsor. Wonder Woman Entertainment, on behalf of GLiterations Junction City, KS.

This Contest is not sponsored, endorsed or administered by, or associated with Twitter, Facebook, Instagram, YouTube or any other social media site where this Contest may be promoted. Any questions, comments or complaints regarding the Contest should be directed to Sponsor. GLiterations Urban Publisher. A Wonder Woman Entertainment company. All Rights Reserved.

No Purchase Necessary to Enter or Win. Contest ends 11/1/2020 at 11:59:59 p.m. CT. Open only to legal residents of the 48 Contiguous US and DC, age 18+. Other restrictions apply. Void in states where prohibited. Sponsored by Wonder Woman Entertainment on behalf of GLiterations Urban Publisher.