**Puyallup Main Street Association’s “Say I Do at the Market” Contest**

**Official Rules**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED AND OUTSIDE THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. OPEN TO LEGAL U.S. RESIDENTS WHO, AS OF WEDNESDAY, MARCH 11, 2020, ARE AT LEAST EIGHTEEN (18) YEARS OLD. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

This Contest is in no way sponsored, endorsed, or administered by, or associated with Facebook or Instagram. If you enter, you are providing your information to the Puyallup Main Street Association (“PMSA” or “Sponsor”), not to Facebook or Instagram.

1. Eligibility: Say I Do at the Farmers’ Market (the “Contest”) is open to two-person couples (together, the “Entrant”) of which each member:

1. Is a legal resident of Washington State; and
2. Is, as of Wednesday, March 11, 2020 at least eighteen (18) years of; and
3. Is engaged to be lawfully married to the other member of the couple at the time of entry (for purposes of these Official Rules the term “lawfully married” also includes couples who intend to lawfully unite in a commitment ceremony and “wedding” includes a commitment ceremony for a lawful union) or is lawfully married (for the purpose of a renewing of the vows ceremony); and
4. Is ready, willing and able to lawfully marry during the 2020 Farmers’ Market season; and
5. Is of good moral character and has nothing in his/her background that would adversely affect the reputation, image, and/or consumer goodwill of Sponsor (as defined below) or any of Sponsor’s services, products, trademarks, service marks, or logos, should the member/couple be selected as winner of the Contest, as determined by Sponsor in its sole discretion; and
6. Is willing to undergo a background check conducted by Sponsor or Sponsor’s designated agent or representative and to sign all requested waiver, consent and authorization forms authorizing the release of personal and background information for the purpose of such background check; and
7. Complies in full with these Official Rules and any and all other terms and conditions that the Sponsor may impose at its sole discretion; and
8. Is not excluded from eligibility by these Official Rules; and
9. Is able to make the necessary time commitment to plan, promote and participate in a wedding before, during and after the actual ceremony; and
10. Is willing to be married outside of a place of religious worship or other religious location, specifically, in Pioneer Park during the Puyallup Farmers’ Market; and
11. Is not a current or former employee, officer, and/or director of the Puyallup Main Street Association or any of their parent companies, subsidiaries, divisions, affiliates, franchisees, representatives, consultants, contractors, legal counsel, suppliers, distributors, website providers, web masters, or advertising, public relations or Contest agencies (the “Contest Entities”); and is not an immediate family member (spouse, parent, child or sibling) or other family member (spouses of siblings, ancestors, grandchildren, great-grandchildren, and spouses of children, grandchildren, and great-grandchildren) or household member of any such current or former employee, officer, or director; and
12. Is not a substantial contributor to Sponsor, with “substantial” defined as an amount or other donation with a value of over $5,000 or some other amount to be determined by Sponsor.

Each eligible couple entering the Contest shall hereinafter be referred to as an “Entrant” or, collectively with other such couples, as “Entrants.” Each member of Entrant couple must be willing to sign an affidavit attesting to the truth of all facts stated in such Entrant’s entry and accompanying materials (described below) and further attesting to the fact that each member of the entering couple/Entrant meets all eligibility requirements stated above and herein. Submitting an entry, entering online and/or uploading an essay and/or video, constitutes Entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which shall be unfettered and at its discretion and which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

2. Entry Period: Eligible persons may enter only on Wednesday March 11, 2020 to Friday, May 1, 2020 (the "Entry Period").

3. How to Enter: To enter the Contest, eligible Entrants must submit a video and/or essay (the "Submission") that answers each of the following questions:

1. What does the Puyallup Farmers’ Market mean to you? and
2. Why should you be selected for this opportunity?

Eligible Entrants must follow the instructions to register for the Contest on the submission form, which includes “Upload Photo or Video”, “Enter Video URL”, and “Enter Essay”. Entrants will be asked to supply current contact information, including first and last names, one email address, street address, city, state, and zip code and read and agree to the Official Rules by checking the applicable box, then follow the links to upload the Submission. All entries must be submitted during the Entry Period (as defined above). The Submissions must meet the following requirements:

Technical Requirements for Video Submissions:

Video submissions MUST:

* Be no more than three (3) minutes in length.
* Be submitted as a Vimeo or YouTube URL or an MP4 or MOV file.
* Be filmed with a handheld video camera, webcam or mobile device.
* Be in the English language.

Technical Requirements for Essay Submission:

Essay submissions MUST:

* Be no more than 500 words.
* Be accompanied by 1 photo of the couple submitted as JPG files.
* Be in the English language.

Content Requirements for All Submissions:

* Submissions must NOT infringe on any other person’s or entity’s rights.
* Submissions must NOT have been submitted previously, or include material that has been submitted previously, in a contest of any kind, or previously accepted for publication in any medium.
* Submissions must NOT contain professional photos or artwork.
* Submissions must NOT include
	+ - Material that uses without permission or otherwise violates or infringes another’s rights, including but not limited to, material that violates privacy, publicity, copyright, trademark or intellectual property rights.
		- Third party trademarks, logos, insignia, location signage, photographs, artwork, images or sculptures, except that of Sponsor or property locations owned by Sponsor or a franchisee of Sponsor.
		- Mention or performance of any copyrighted media production, including but not limited to music, films, books, television programming, etc., or identifying descriptions of any media property, other than material in which the Entrant owns copyrights.
		- Third party individual(s)’ likenesses, including their name, voice, image, or other identifying feature or information.
* Submissions must NOT contain material which is (or promote activities which are) tortious, defamatory, slanderous, or libelous, sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, nationality, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing.
* Submissions must NOT include third parties, including but not limited to minors, celebrities and friends, who have not expressly authorized Entrant to display their image, likeness or voice in any submitted or otherwise use such image, likeness or voice in accordance with these Official Rules.
* Submissions must NOT include material that is unlawful, in violation of, or contrary to U.S. federal laws or regulations or the laws or regulations of any state where the Submission is created.
* Submissions must be the participant’s original idea.

Entrant must submit all required information to be eligible to enter. All entries become the property of Sponsor when submitted and will not be returned to Entrant. Proof of submission will not be deemed to be proof of receipt by Sponsor. Incomplete, illegible, corrupted or untimely entries are void and will be disqualified. Entries must be submitted by the contestant. Entries submitted by third parties will be disqualified. LIMIT ONE (1) ENTRY PER ELIGIBLE COUPLE. ADDITIONAL ENTRIES WILL BE DISQUALIFIED. If more than one entry is submitted, only the first entry will be eligible for judging; the other entries will be disqualified and forfeit and will not be returned.

By entering, Entrants warrant and represent that their entries (and Sponsor and its designees’ use thereof) does not and will not defame or otherwise violate the rights of any third party and does not and will not violate any federal, state or local laws or ordinances. Entrants further warrant and represent that they have secured the requisite consent from any third party referenced in their entries and agree to produce such consent to Sponsor upon request. Sponsor reserves the right in its unfettered discretion to disqualify any entry that it believes contains obscene, offensive or inappropriate content, that does not comply with these Official Rules or that is not consistent with the spirit or theme of the Contest.

Entrants are not permitted to share the same email address. Entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Proof of being the authorized account holder may be required. Entries must be submitted by the entrant. Sponsor is not responsible for late or unsuccessful attempts to enter. Automated entries or entries submitted by third parties will be disqualified. Any attempt by any entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void that entrant’s entries, and that entrant may be disqualified at Sponsor’s discretion. You must provide all required information to be eligible to enter to win a prize. Normal Internet access, phone and usage charges imposed by your online or phone service may apply. Use of automated entries or programs or entries submitted by third parties is prohibited and will be disqualified. Incomplete, corrupted, or untimely entries are void and will be disqualified. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

4. Selection of Winner:

* Entry review/scoring:   Entries will be reviewed for compliance with contest rules, including complete and honest information.
* Panel of judges may include PMSA staff/board members, and event sponsors. Eligible submissions will be read/viewed by panel. Each panelist will select their favorite submission. Submission receiving the most nominations will be chosen.
* In the event of a tie, the panel will review those submissions again and score as follows:  Compelling Story - up to 50 points; Creativity - up to 25 points; Connection to market - up to 25 points.
* Highest score is selected winner.  Winner will be notified by both phone and email.

Winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements in these Official Rules. If the potential Winner does not respond within three (3) business days after the first attempt to contact him/her, that potential Winner will be deemed to have forfeited the prize, and Sponsor will select the Finalist with the next highest number of votes as the alternate potential Winner. Except where legally prohibited, potential Winner (both members of the winning couple) must sign and return, within fourteen (14) business days of being notified, the Grand Prize affidavit of eligibility and liability and liability/publicity release and assignment of copyrights (the “Winner Affidavit/Release/Assignment”) in order to claim the prize. If (i) potential Winner cannot be contacted via email, telephone, and/or registered mail after the first attempt to contact the potential Winner; (ii) potential Winner fails to sign and return the Winner Affidavit/Release/Assignment and any other documents that might be required by Sponsor within the required time period (if applicable); (iii) potential Winner is unavailable to travel and be married within the time period specified by Sponsor (if applicable) or accept delivery of any portion of the prize; (iv) potential Winner fails to comply with these Official Rules; (v) the Winner fails the background check as determined by Sponsor or (vi) potential Winner is disqualified for any other reason at Sponsor’s sole discretion, the potential Winner will forfeit the prize and the Finalist couple with the next highest number of votes will be selected as an alternate potential Winner in place of the disqualified potential Winner. Up to three (3) alternate Winner selections will be made, after which any remaining prizes will remain un-awarded.

Verification of Potential Winner: POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. Winning a prize is contingent upon fulfilling all requirements set forth herein.

7. Prizes: Specifically, the Grand Prize will include, but not limited to the following:

Pioneer Park Venue

* Use of the stage and grassy area in front of it or;
* Rose garden area (or other open grassy area)
* Seating for 50-75 guests

Vendors

* Ceremony video and photos courtesy Captain and Clark.
* Bridal gown from a curated selection courtesy of Something Blue Bridal Boutique
* Bride’s hair design courtesy Studio 210 Salon
* Bride’s nails and lashes courtesy a downtown provider (TBD)
* Grooms’ hair styled courtesy Valley Barber
* Live musician courtesy Puyallup Farmers’ Market
* Flowers courtesy Puyallup Farmers’ Market flower farmers
* Cake/dessert courtesy Puyallup Farmers’ Market baked goods vendor
* Dinner for eight courtesy Mama Stortini’s Italian Restaurant
* One-night stay courtesy Fairfield Inn and Suites, Puyallup
* Mixed case of local wines courtesy Puyallup Main Street Association
* Chauffer service in a lovely convertible Chrysler Sebring to or from the Market for the Bride and Groom provided by PMSA’s Executive Director Kerry Yanasak.

Please note: By entering and accepting Grand Prize, Winner agrees to use photographer provided by Sponsor, and to permit photos chosen by the Sponsor to be posted on Sponsor and Vendors’ website and/or other social media sites and applications associated with the Sponsor and Vendors. Except where and as may be prohibited by law, use of the Photographer and acceptance of the Grand Prize constitutes express permission by Winner for Sponsor and those acting pursuant to the authority of Sponsor to use Winner’s name, photograph, image, likeness, voice, opinions, hometown and/or state (such Winner’s “Likeness”) for advertising, trade, promotion, and publicity purposes in all forms of media now known and hereafter developed, worldwide in perpetuity, without further notice, review or approval, permission or compensation. Any publicity or social media provided by Winner that is not arranged for by Sponsor must be approved in advance, and Winner must seek prior written permission from Sponsor to use Winner’s own photos and videos for anything other than personal or archival purposes.

Prize Restrictions: All other expenses and cost, not expressly listed above, including, but not limited to, taxes, tips, entertainment, meals, tariffs or duties, surcharges, fees, service charges or facility charges, personal charges at lodging, security fees, incidentals, transfers, or travel of any kind are the responsibility solely of the Winner. Winner may wish to consult with his/her/their tax counsel for more information.

Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its unfettered discretion. Prizes cannot be used in conjunction with any other promotion or offer. Prizes are provided "as is" and without warranty of any kind. Winner is responsible for any loss of prize or portion of prize after it has been delivered. Sponsor will not replace any lost or stolen prizes. No refunds or credit for changes are allowed, and no refunds or compensation will be made in the event of cancellation or delay of any portion of the prize, or in the event any prize or portion of prize is not used.

In the event Winner and/or any guest(s) engages in behavior during any prize-related event, activity, and/ or hotel stay that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or consumer goodwill of Sponsor or any of Sponsor services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the event, activity, and/or hotel stay early, and send Winner and/or guest(s) home with no further obligations or compensation whatsoever to Winner and/or guest(s) (which may, in Sponsor sole discretion, result in such Winner's disqualification from the Contest and forfeiture of any (and/or all) prize(s). In the event Winner or guest(s) engages in behavior during any prize-related event that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Winner or guest(s) to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner or guest(s) as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF WINNER'S OR ANY GUEST'S ACCEPTANCE OR USE OF THE PRIZE AND/OR PARTICIPATION IN ANY PRIZE-RELATED EVENT.

8. General Conditions: If, for any reason, the Contest is not capable of running as planned, Sponsor may, in its unfettered discretion, void any suspect entries and/or (a) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) stop the Contest and award the prize from among the eligible, non-suspect entries received up to the time of the impairment in a manner that is fair and consistent with the spirit of this Contest. The Contest Entities are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user’s computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual they find to be attempting to tamper with or undermine the entry process, the web site, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

9. Release and Limitations of Liability: By participating in this Contest, Entrants agree that Sponsor and their respective parents, affiliates, subsidiaries, representatives, franchisees, agents, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, web site providers, web masters, and their respective officers, directors, employees, representatives and agents (the “Released Parties”) are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing 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 entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant’s participation in the Contest or receipt or use or misuse of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant’s sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the Winner Selection Criteria discussed above.

BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE CONTEST CONSTITUTES ENTRANT’S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE ENTRANT’S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. SUBMISSIONS SHALL BE DEEMED TO BE NON-CONFIDENTIAL, NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD-PARTY. ENTRANT HEREBY GRANTS SPONSOR A ROYALTY FREE, IRREVOCABLE, AND WORLD WIDE, IN PERPETUITY LICENSE TO USE THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSIONS ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS, AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSIONS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO ENTRANT'S SUBMISSIONS OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S SUBMISSIONS, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE SUBMISSIONS CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING ALL PRIZES AND ALL WEBSITES ASSOCIATED WITH THIS CONTEST AND, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. Nature of Relationship/Waiver of Equitable Relief: Entrant understands and acknowledges that Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submission or any material based on or allegedly based on the Submission, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

11. Disputes. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Washington State or the appropriate State Court located in Washington State; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest not to exceed $50.00, but in no event attorneys’ fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses as designated above, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

12. Except as otherwise prohibited or restricted, Sponsor and Sponsor’s agents, affiliates, subsidiaries, representatives or service providers may use Entrants’ and/or referrals’ personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or Contest that Sponsor thinks may be of interest. Sponsor will not sell personal information submitted with entry to outside solicitors.