

## 2017 Senior Spotlight Photo Contest Terms and Conditions

Please read this license agreement and these contest terms carefully. They contain important terms that affect your legal rights. When you submit the 2017 Senior Spotlight Contest Form, you agree to be bound by the terms of this license agreement.

- 1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.** The “2017 Senior Spotlight Photo Contest” (the “Contest”) is sponsored by A-List Greek Designs/The Gray Label LLC (“Sponsor”). This contest is governed by these official rules (“Official Rules”). By participating in the contest, each entrant (“Entrant” or “You/Your”) agrees to abide by these Official Rules, including all eligibility requirements, and understands that the results of the Contest, as determined by Sponsor and its agents, are final in all respects. The contest is subject to all federal, state and local laws and regulations and is void where prohibited by law. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Any questions, comments or complaints regarding the promotion will be directed to Sponsor, not Facebook.
- 2. ELIGIBILITY.** The Contest is open to legal residents of the United States and Canada where not prohibited by law who have Internet access and a valid e-mail account prior to the beginning of the Contest Period. Entrants represent and warrant that she is at least 18 years old. Entrants must also be a member of a Greek letter organization who are currently attending a College/University. Sponsor has the right to verify the eligibility of each entrant.
- 3. CONTEST PERIOD** The Contest begins at April 8, 2017 at Midnight PST and ends at May 7th, 2017 at Midnight PST. (“Contest Period”). All entries (submissions) must be received on or before the time stated during that submission period. Sponsor reserves the right to extend or shorten the contest at their sole discretion.
- 4. HOW TO ENTER.** You can enter the Contest by submitting the form on the landing page: : <https://www.alistgreek.com/senior-spotlight-giveaway/> Entrants must fill out all required fields on the entry form and participate in the Contest.
- 5. WINNER SELECTION.** All eligible entries received will win at least one set of sorority hair ties to be shipped to the shipping address provided in the Contest Entry Form. Entries selected to be featured on a\_listgreek during the Contest

Period will win a set of sorority hair ties for each of their graduating seniors (the number of prizes for will be subject to the sole discretion of the Sponsor). The two chapter's whose photos receives the most likes/comments during the Contest Period will win a set of hair ties for their entire chapter. The winners will be announced on or about May 8th, 2017. Announcement and instructions for prize will be sent via email to the email address submitted by the entrant. Each entrant is responsible for monitoring his/her e-mail account for prize notification and receipt or other communications related to this contest. If a potential prize winner cannot be reached by Administrator (or Sponsor) within fifteen (15) days, using the contact information provided at the time of entry, or if the prize is returned as undeliverable, that potential prize winner shall forfeit the prize. Upon the request of the Sponsor, the potential winner may be required to return an Affidavit of Eligibility, Release and Prize Acceptance Form. If a potential winner fails to comply with these official rules, that potential winner will be disqualified. Prizes may not be awarded if an insufficient number of eligible entries are received.

6. **PRIZE:** ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE IS SOLELY THE RESPONSIBILITY OF THE WINNER. Prize is non-transferable. No substitution or cash equivalent of prizes is permitted. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting or these Official Rules, the selection and announcement of any winner, or the distribution of any prize.
7. **ADDITIONAL LIMITATIONS:** Any attempt to damage the content or operation of this Contest is unlawful and subject to possible legal action by Sponsor. Sponsor reserves the right to terminate, suspend or amend the Contest, without notice, and for any reason, including, without limitation, if Sponsor determines that the Contest cannot be conducted as planned or should a virus, bug, tampering or unauthorized intervention, technical failure or other cause beyond Sponsor's control corrupt the administration, security, fairness, integrity or proper play of the Contest. In the event any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void suspect entries at issue. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives, and any telephone network or service providers, are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data

transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, THE FACEBOOK PLATFORM, ADMINISTRATOR, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE Contest AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.
9. **PUBLICITY RELEASE.** By participating, each entrant grants Sponsor permission to use his/her name, likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by law.
10. **PHOTO RELEASE/LICENSE.** By uploading a photograph via the Contest Entry Form to [www.alistgreek.com](http://www.alistgreek.com) (the "Content") Entrant agrees as follows:

You represent and warrant that you (a) own and control all rights, title and interest in and to the Content you license or that you otherwise have all rights, permissions and consents necessary to post and use such Content (including, but not limited to, the right to use names, images and likenesses of any third party referenced or appearing in the Content); (b) have all rights necessary to provide Sponsor and its affiliates, agents, representatives, licensees and assigns with the license and rights set forth herein; and (c) have complied with all applicable laws and regulations associated with acquiring and/or producing the Content.

You hereby grant to Sponsor a nonexclusive, royalty-free, worldwide, perpetual, irrevocable and fully sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display the Content you submit, in whole or in part, on Sponsor's social media accounts, on or in any digital platforms of Sponsor (including websites, apps and e-mail), and on third-party websites and apps for any purpose, including for promotional and publicity purposes. For purposes of clarification and not limitation, (a) this license includes, and you expressly consent to, Sponsor's right to use and publicly display your name, image, likeness and persona; and (b) nothing in this license transfers your ownership of the Content to Sponsor. Nothing in this license requires Sponsor to use or publish your Content in any specific way or on a specific platform or use or publish your Content at all.

You understand that you will not be paid for Sponsor's use of your Content as described herein. Each of us will bear our own expenses associated with this License Agreement.

You agree to take any actions (including execution of documents) reasonably requested by Sponsor to effect, perfect or evidence the representations and/or licenses and rights set forth herein.

You agree that you will not submit Content that:

- infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of another;
- includes material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, violent, harassing, threatening, abusive, inflammatory, fraudulent or otherwise objectionable;
- displays, describes or encourages the use of a product or service that could be offensive, inappropriate or harmful to Sponsor or any other person or depicts the use of a product in a manner that is contrary to any instruction or warnings relating to the product;
- impinges upon or violates the publicity, privacy or data protection rights of others; or
- makes or includes false or misleading statements, claims or depictions about a person, company, product or service.

Without limiting the foregoing, you agree that in conjunction with the production of your Content, you have not inflicted emotional distress or abuse on other people, have not publicly humiliated other people, have not assaulted, stalked or threatened other people, have not entered onto private property without permission, have not

impersonated any other person or misrepresented your affiliation, title, or authority, and have not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. Sponsor will reject and/or remove any Content in which Sponsor believes, in its sole discretion, that any such activities have occurred.

To the fullest extent allowed by law, you agree to release, discharge and indemnify Sponsor and its employees, contractors, sponsors or any other person acting under Sponsor's permission or authority, from any liability, claim, damage, judgment, cost, loss, expense (including reasonable attorneys' fees), by virtue of any publication or use of the Content you submit or the name, image, likeness, persona or other information you provide in connection with such Content. You further agree to waive any rights to injunctive relief you may have in connection with this Agreement.

11. **CONTEST SPONSORS.** This contest is sponsored by: [www.alistgreek.com](http://www.alistgreek.com). Any questions regarding this Contest should be directed to Hope Gray at [hopegray@alistgreek.com](mailto:hopegray@alistgreek.com)

12. **MISCELLANEOUS.** If any provision of this release is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of the release will remain in full force and effect and it shall be construed so as to affect the widest possible grant of right without violating the law of the jurisdiction. Any dispute related to this release shall only be brought in State court in Orange County, California.

BY SUBMITTING THE CONTEST ENTRY ENTRANT AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ENTRANT HEREBY REPRESENTS AND WARRANTS THAT ENTRANT IS LAWFULLY ABLE TO ENTER INTO CONTRACTS.