

## The #CrazyBonzContest2018 Photo Contest

### OFFICIAL RULES

No Purchase Necessary

**1. Eligibility:** The #crazybonezcontest2018 (the "Contest") is open only to legal residents of the fifty (50) United States (including District of Columbia) and Canada who are at least eighteen (18) years old at the time of entry. The Contest is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations and is void where prohibited.

**2. Sponsor:** Seasons USA, Inc., 3963 Oneida St., New Hartford, NY 13413.

**3. Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on October 3, 2018 and ends on October 31, 2018 at 9:00 a.m. EST (the "Contest Period").

**5. How to Enter:** To participate in the Contest, you should have an Instagram, Facebook, or Twitter account that is open to the public (an account where anyone can subscribe to your photos). If your account is private you may submit your photos via Direct Message to Instagram (@crazybonezskeleton), Facebook (facebook.com/crazybonezskeleton), Twitter (@crazybonezskele) or email to [photo.contest@crazybonezskeleton.com](mailto:photo.contest@crazybonezskeleton.com).

To submit an entry take the following steps:

1. Take a photo of your original Crazy Bonez Pose-N-Stay Skeleton and/or any Crazy Bonez Skeleton animals.
2. Post the photo on Instagram, Facebook or Twitter and include the hashtag #crazybonezcontest2018 in your photo caption. (You may also Direct Message or email your photo to [photo.contest@crazybonezskeleton.com](mailto:photo.contest@crazybonezskeleton.com))

By posting/emailing your photo (referred herein as your Submission), you agree that it conforms to the Content Restrictions as defined below and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes that your Submission fails to conform to the Content Restrictions.

#### Content Restrictions:

- The Submission must include an official Crazy Bonez Pose-N-Stay Skeleton or skeleton animal.
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Entrant must have permission from all individuals that appear in the Submission (if any) to use their name and/or likeness in the Submission and to grant the rights set forth below. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor.
- The Submission must not disparage Sponsor, or any other person or party;

- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.
- The content must be original and created by you

Limit: Each entrant may upload as many submissions as they would like during the Contest Period.

**6. Winner Selection/Judging:** Three (3) photos will win a \$100 check each. Winning photos will be selected by the sponsor based on creativity, originality and quality of photo. All 3 Winners are selected and announced on October 31<sup>st</sup> after 1:00 p.m. EST.

**7. Winner Requirements:** Winners will be notified through Direct Message or Email (depending on the channel through which it was submitted) on October 31, 2018 after 9:00 a.m. EST. Every Winner will be required to provide his/her full name, valid email address and mailing address within five (5) days of the date notice is sent to claim the prize. If a winner cannot be contacted, fails to provide any of the requested information within the required time period, does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion.

**8. Sponsor's Use of Submissions:** For Entrants: Posting/Emailing a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

For Winners: Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 10, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

## **9. Prizes:**

THREE (3) \$100 PRIZE WINNERS: A \$100 check

Limit: One (1) \$100 Prizes per person

**10. Release:** By receipt of any prize, winners agree to release and hold harmless the Sponsor, Twitter, Instagram, LLC, Administrator and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**11. Publicity:** Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, (and or province) likeness, photo (including Social Account profile photo), Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**12. IMPORTANT. PLEASE READ - General Release and Limitations on Liability** By entering the Contest, entrants agree that: (1) Any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event will attorneys' fees be awarded or recoverable; (3) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant acknowledges and agrees that the Promotion Entities, and Twitter, Facebook, Instagram, Inc., are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with:

(i) Incomplete, lost, late, misdirected or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsor, or otherwise, that may limit an entrant's ability to participate in the Contest; (ii) Any injury or damage resulting from participation in the Contest and/or the use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy, or the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Promotion Entities assume no responsibility for any damage to an entrant's computer system which is occasioned by accessing the websites of the Sponsor, their designees or participating in the Contest, or for any computer system, phone line, mobile phone, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

**13. Governing Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, or the rights and obligations of entrants or sponsor in connection

with the contest or in connection with any submission or other material submitted in connection with the contest, shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**14. Winners List:** For a winner list go to [www.crazybonezcontest.com](http://www.crazybonezcontest.com). The winner list will be posted after winner confirmation is complete.

**15. Miscellaneous**

This Contest is in no way sponsored, endorsed or administered by, or otherwise associated with, Instagram, Inc. or Facebook, Inc.

This Contest is in no way sponsored, endorsed or administered by, or otherwise associated with, Twitter, Inc.

[End of Official Rules]