

## Ergobaby's "#ErgoPromise Photo Contest" ("Promotion")

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

#### 1. ELIGIBILITY REQUIREMENTS:

Ergobaby's "#ErgoPromise Photo Contest" (the "Promotion"). The Promotion is open to legal residents of the 50 United States and the District of Columbia who are 18 years or older at the time of entry. Employees, contractors, officers and directors of The ERGO Baby Carrier, Inc. ("Sponsor"), and its parents, subsidiaries and affiliated companies, distributors and retailers (collectively, with Sponsor, the "Promotion Parties"), and the immediate family members of each (spouse, parents and siblings) and those living in the same households of each are not eligible to participate. VOID where prohibited or restricted by law. All entries submitted in compliance with these Official Rules and not disqualified are considered "Eligible Entries". All entries become the property of Sponsor and will not be acknowledged or returned. Only fully completed entries are eligible.

#### 2. HOW TO ENTER:

Ergobaby "#ErgoPromise Photo Contest":

1. Post your photo [on Instagram](#) that represents what your Ergobaby carrier has meant to you over the years.
2. Add the hashtag #ErgoPromise in the caption.
3. Tell us the story behind the photo and the carrier in your caption. One possible prompt to get your creative juices flowing: If your carrier could talk, what story would it tell?
4. Instagram account must be public for duration of contest and through voting, 5/14/19.
5. Photos must feature any [Ergobaby baby carrier](#) or [Aura Baby Wrap](#).
6. By tagging your photos with #ErgoPromise, your photo is automatically entered and you agree to these official rules.

Only fully completed entries are eligible. Incomplete and/or inaccurate entries are void. Once submitted, all entries become the exclusive property of Sponsor and will not be acknowledged nor returned.

#### 3. SUBMISSION GUIDELINES:

All contents of entries, including but not limited to, video, content, text, images, graphics, photographs, captions and descriptions, hereinafter referred to as ("Submission" or collectively referred to as "Submissions"), must be completely original to entrant and must not have been taken or composed, in whole or in part, from any other source other than entrant, and must have been created specifically for the Contest. Submissions which contain materials that are not the original work of the entrant, or are illegible or incomplete, will not be accepted.

Submissions must not include, depict or promote any of the following: obscenity, inappropriate language, nudity, explicit sexual activity, illegal drug or alcohol use, violence, third party commercial products, unauthorized copyrighted or trademarked properties, including brand names and logos (other than Sponsor's trademarked properties), private property, unless entrant has obtained a property release specific for uses specified herein, material that is hateful, tortuous, defamatory, disparaging, slanderous, libelous, or otherwise unlawful, material that violates or infringes another's rights, including but not limited to, rights of privacy or publicity or any other intellectual property rights, material that promotes bigotry, racism, hatred or harm against any group or individual, or promotes discrimination based on race, ethnicity, sex, religion, nationality, disability, sexual orientation or age, personal identifiable information, including but not limited to, license plates, phone numbers, personal addresses, and any other content, including but not limited to, text, images, graphics, photographs, captions and descriptions, that could be considered inappropriate or offensive, as determined by Sponsor in its sole discretion.

By entering the Contest, each entrant represents and warrants that: (a) it has all rights to the contents of Submission and all components thereof, and that entrant has obtained all rights, consents, and permissions,

including, but not limited to, those of any persons that may have participated in Submission, necessary to grant the rights granted herein; (b) that the Submission was created specifically for Promotion; (c) that the Submission, in whole or in part, has not been released commercially; (d) the Submission does not and will not violate any law, statute, ordinance or regulation; (e) the Submission is free and clear of any and all liens or claims with respect to the use of the Submission in the manner authorized herein, and will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights or interests of any third party, or give rise to any claims for any payment whatsoever; and (f) the Submission is not and will not be defamatory, libelous, pornographic or obscene.

The winner agrees that in consideration of the prize, all right, title and interest in copyrights and other intellectual property rights relating directly or indirectly to the Submission shall be assigned, conveyed and transferred to Sponsor. The prize shall be the sole and exclusive consideration given to the winner of the Contest, and the winner of the prize shall be entitled to no further compensation related to any and all uses of the Submission by Sponsor. Sponsor shall be under no obligation to identify or credit the prize winner on the packaging or any advertising related to the Submission.

All entrants, whether a winner or not, agree that in consideration for being considered as a potential prize winner, they are granting Sponsor, its representatives, affiliates, licensees, successors and assigns, (a) the right, but not the obligation, to edit, adapt, reformat, rearrange, modify, combine with other material, add to and/or customize Submission; and (b) the non-exclusive, irrevocable, royalty free, right and license to exhibit, display, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, rebroadcast, transmit, record, publicly perform, create derivatives works of, distribute and synchronize in timed relation to visual elements, and or otherwise exploit, the Submissions, and/or any portions or excerpts thereof, in any manner, including advertising, promoting and publicizing Sponsor, an unlimited number of times, in any and all media, now known or hereafter devised, in perpetuity, throughout the world, without any additional liability, obligation or additional payment of any kind to entrant or any third party.

Select Submissions deemed suitable by Sponsor, in its sole discretion, may be posted on <https://www.instagram.com/ergobaby/>

<https://www.facebook.com/ergobaby>,

or

<http://blog.ergobaby.com/>

throughout the Contest Period. Entrants agree that Sponsor may post the Submissions, in whole or in part on <https://www.instagram.com/ergobaby/>, <https://www.facebook.com/ergobaby>, or <http://blog.ergobaby.com/>. Sponsor is not obligated to use, publish, display, broadcast or produce any Submission.

All Submission materials become the sole and exclusive property of Sponsor. Submissions will not be returned and receipt of Submissions will not be acknowledged.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Each entrant acknowledges that The ERGO Baby Carrier, Inc. reserves the exclusive right to determine in its sole discretion whether or not to use any of the Submissions (including the winning Submission), if at all.

#### **4. SELECTION OF WINNER AND AWARDING OF CONTEST PRIZE:**

- Photo Contest will run from Tuesday April 9, 2019 - Friday 5/3/2019.
- Voting Period Will Run from 5/4- 5/8/2019 under [#ErgoPromise](#).
- A panel of Ergobaby judges will decide the final winners and announce on 5/14/19.
- Winners will be based on a combination of Originality & Creativity, Photographic Quality, Likes, and Theme.

You are only eligible to win once. The potential Contest winner will be notified via Instagram handle Direct Message, phone number, and/or email address listed on the entry form, at the Sponsor's sole discretion, on or about May 14, 2019 and will be required to confirm his/her mailing address for prize and/or paperwork delivery. If a potential Contest winner does not confirm his/her address within five (5) days of initial contact, Sponsor may award prize to an alternate potential Contest winner. A potential Contest winner may be required to sign and return an Affidavit/Declaration of Eligibility and Liability Release, and where legal, a Publicity Release, as well as an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification), or other government-issued proof of identification where applicable, each of which, if issued, must be completed, signed and returned within five (5) business days from date of issuance, or the prize may be forfeited and awarded to an alternate winner. If any prize, prize notification or attempted notification is returned as undeliverable, the prize will be forfeited and awarded to an alternate potential Contest winner based on the next highest judges' score.

The Sponsor's decisions will be final in all matters relating to this Promotion. Except where prohibited, acceptance of a prize constitutes winner's consent to use of his/her name and/or photograph without further compensation for advertising, promotional and publicity purposes by Sponsor. By accepting prize, each winner acknowledges compliance with these Official Rules.

All winners will be featured on the [@Ergobaby Instagram feed](#) & announced via Instagram Stories

#### **6. CONTEST PRIZE AND APPROXIMATE RETAIL VALUES ("ARV"):**

First prize: One (1) Contest Prize winner will receive a \$1,000 VISA Gift Card. Second prize: One (1) Contest Prize winner will receive a \$300 VISA Gift Card. Third and Fourth prizes: Two (2) winners will receive a \$200 credit to use on Ergobaby.com. Contest winner is responsible for any and all applicable fees and federal, state, local and foreign taxes, if any. Prizes are provided "as is" and without any warranty of any kind. Prizes are non-transferable. No cash redemption or prize substitution allowed by a winner.

Sponsor reserves the right to substitute prize of equal or greater value if advertised prize becomes unavailable.

#### **7. GENERAL CONDITIONS:**

Winners are solely responsible for all federal, state and local taxes on their respective prize. No cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. No transfer of prize will be permitted. By participating, entrants agree to these Official Rules, which are final and binding in all respects. Unclaimed prizes will not be awarded. This Promotion is offered only in the United States and is governed by the laws of the state of California, and all claims must be resolved in the federal or state courts in Los Angeles County, California. <sup>[1]</sup>By entering, each entrant agrees to comply with these Official Rules. In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the Facebook account that was used at the time of entry. The "Authorized Account Holder" for Facebook is defined as the natural person to whom the Facebook account is assigned to by [www.Facebook.com](http://www.Facebook.com). Additional restrictions may apply. In the event a winning account selected is a joint account, a total of one (1) Contest Prize will be awarded in the name of the first-named account holder. Proof to Sponsor's satisfaction of being the Authorized Account Holder may be required by Sponsor.

#### **8. LIMITATIONS OF LIABILITY AND RELEASE:**

No liability or responsibility is assumed by Promotion Parties resulting from user's participation in, or attempt to participate in, the Promotion. Sponsor is not responsible for any typographical errors in the announcement of prizes or these Official Rules. By participating in the Promotion, the entrant thereby releases Promotion Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Promotion and entrant and winner agree that Promotion Parties and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless against, any liability for injuries, including death, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Promotion; from acceptance, possession, misuse or use of a prize or offer; from participation in any prize-related activity or any travel related thereto which may be sustained in connection with the receipt, ownership or use of the prize or offer. Except where prohibited by law, winner grants (and agrees to confirm this grant in writing)

permission for Sponsor, the Promotion Parties and those acting under their authority to use his/her name, photograph, voice and/or likeness, image, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in any and all media now known or hereafter discovered, worldwide, and on the Internet, without notice, review or approval.

9. **USE OF DATA.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://store.ergobaby.com/privacy-policy>. By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

10. **INTERNET:** Promotion Parties are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or Administrator on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. If Promotion is cancelled prior to the end date stated herein notice will be posted on <https://www.instagram.com/ergobaby/> and the Prize will be awarded to the potential winner to be selected from among all the remaining uncorrupted Eligible Entries received up until the time of modification or cancellation. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Caution: Any attempt by an entrant to deliberately damage any Web site or undermine the legitimate operation of the game is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such contestant to the fullest extent of the law.

11. **DISPUTES.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court or the appropriate California State Court having venue in Los Angeles County, California (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

12. **WINNERS LIST/OFFICIAL RULES REQUEST:** All requests for a copy of the Official Rules and for the name of the Winner must be made by February 14, 2014. For the name of the Winner and/or the Official Rules, send a self addressed stamped envelope to Ergobaby's **"#ErgoPromist Photo Contest"**, 617 W 7<sup>th</sup> Street, Suite 1000 • Los Angeles, CA 90017. Vermont residents may omit return postage if requesting Official Rules.

13. **SPONSOR:** The ERGO Baby Carrier, Inc.

14. **ADMINISTRATOR:** The ERGO Baby Carrier, Inc.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You are providing your information to the Promotion Parties and not to Facebook. The information you provide will only be used in the event you are selected as a Winner or if you have indicated that you would like to receive additional information from a Promotion Party, or an affiliate thereof.