

## **#MintXMornings Photo Contest Official Rules**

ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY; VOID WHERE PROHIBITED. NO PURCHASE IS NECESSARY; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. PRIZES MAY BE SUBJECT TO TAX. ALL APPLICABLE TAXES ARE THE RESPONSIBILITY OF THE PRIZE WINNER.

**PROMOTION DESCRIPTION:** The “#MintXMornings Photo Contest” (“Promotion”) begins on 05/02/2016 at 12:01 PM (Eastern Time (US & Canada)) and ends on 5/31/2016 at 11:59 PM (Eastern Time (US & Canada)) (the “Promotion Period”). By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Mint-X LLC (“Sponsor”), which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of entries and the overall administration of the giveaway. Entrants should look solely to Sponsor with any questions, comments or problems related to the Promotion.

**ELIGIBILITY:** Open to legal residents of the United States, excluding residents of Puerto Rico and other U.S. territories and possessions, who are 18 years or older at time of entry. Employees of the Sponsor, the makers of Mint-X and its parents, subsidiaries, affiliates, retailers and advertising and promotion agencies (collectively the “Promotion Parties”), and each of their immediate family members (spouse, parent, child or sibling, and their respective spouses, regardless of where they reside) and individuals living in the same households of each of these individuals, whether or not related, are not eligible to enter or win. Website pages and advertisements relating to the Promotion are intended for viewing only within the eligible Promotion territory, and entrants must be present in the eligible Promotion territory at the time of entry.

**HOW TO ENTER:** For more information on the Promotion and how to enter, visit the official Promotion landing page at [www.mint-x.com/mintxmornings](http://www.mint-x.com/mintxmornings). Eligible individuals may enter to win by uploading a photo on Facebook, Twitter, or Instagram and including the hashtag “#mintxmornings” in the text of the post. Social posts must be made public include the hashtag “#mintxmornings” to be eligible. Any social posts that are private or do not include the “#mintxmornings” hashtag will not be considered. Please see the Photo Requirements section below for additional details.

An alternative option of entry on the Facebook platform is for users to post a photo directly on the timeline of the Mint-X Trash Bags Facebook page and including the hashtag “#mintxmornings” to be entered to win. All information provided by entrant must be complete, true, and correct.

**PHOTO REQUIREMENTS:** Your photo must not: (a) violate any third party rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (b) depict any risky or offensive behavior or contain images that are obscene, defamatory, profane, offensive, lewd, pornographic, false, misleading, deceptive, or otherwise inconsistent with Twitter/Instagram’s editorial standards; (c) prominently feature any trademarks or logos; or (d)

have been entered in any other contest or have been published or distributed in any other media. Sponsor reserves the right to reject any photo for any reason. By submitting a photo, you represent and warrant that: (a) the person depicted in the photo is you, the Entrant, (b) the photo is an original work created solely by you; (c) you own all rights to the photo; and (d) the Entry complies with all requirements of these Official Rules.

Only complete and valid entries in the form of photos and the required hashtag as determined by the Sponsor and/or its Judges will be eligible into the contest. Use of any automated, robotic, repetitive, programmed or similar entry methods or agents to participate is prohibited and will result in disqualification. Entrants subject to all notices posted online but not limited to Sponsor's privacy policy. In the event of a dispute as to any registration, the authorized account holder of the Twitter/Instagram account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned a Twitter/Instagram Account by Twitter/Instagram. Potential winners may be required to show proof of being the authorized account holder to be determined exclusively by the Sponsor's and/or its agent in their sole discretion. Sponsor is not responsible for lost, late, garbled, damaged, illegible, incomplete, inaccurate or misdirected entries. All entries become Sponsor's property and will not be returned or acknowledged.

**WINNER SELECTION:** On or about 6/03/2015, three winners will be selected by the Mint-X team. Winners will be notified by email or through social channels prior to or by 7/01/2015. Prizes will be awarded within sixty (60) days after winner verification. No prize substitution or transfer is permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value (including cash, at Sponsor's sole discretion) for any reason. Sponsor is required by law to report prize values to taxing authorities; all taxes and any other incidental expenses on prizes are the sole responsibility of each winner.

**PRIZES:** Winners will each receive one (1) of the following prizes (total prizing listed below):

- One (1) 1<sup>st</sup> place prize winner will receive two (2) round-trip tickets to anywhere in the Continental United States. (ARV \$700.00)
- One (1) 2<sup>nd</sup> place prize winner will receive one (1) Apple Watch Sport. (ARV \$299.00)
- One (1) 3<sup>rd</sup> place prize winner will receive one (1) 32" Samsung flat-screen television. (ARV \$199.99)

The approximate retail value (ARV) of all prizing to be awarded in this Promotion is \$1,198.99.

Only one prize per person and per household will be awarded. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty

concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

Prize will only be awarded and/or delivered to addresses within USA. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

**GENERAL RULES & LIMITATIONS:** By participating in the contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of any prize), which are final and binding in all respects. Entry and acceptance of a prize constitute permission to use each winner's name, prize won, hometown and likeness for print publication, online posting, and any other promotional purposes without further compensation, except where prohibited by law. By participating in the contest, you agree to release Sponsor and its parent companies, affiliates, subsidiaries, employees, directors, officers, and agents from any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons and property which may be sustained in connection with the receipt, ownership, possession, use, or misuse of any prize. Sponsor is not responsible for technical, hardware, or software failures, or other errors or problems which may occur in connection with the contest, whether computer, network, technical, mechanical, typographical, printing, human, or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the contest, the processing of entries, the announcement of the prizes, in any Sweepstakes-related materials, or that may limit prize fulfillment, or a participant's ability to enter the contest. Sponsor reserves the right to amend these Official Rules. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the contest or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the contest. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor may permanently disqualify from the contest any person it believes has tampered with the entry process or intentionally violated these official rules.

In addition, by participating in the #MintXMornings campaign, I grant Mint-X and the Boomer Esiason Foundation permission to reuse any or all content, including copy, images, or other media, submitted for the #MintXMornings campaign for marketing purposes.

**PRIVACY:** Sponsor collects personal information from entrants when they enter the Sweepstakes. Information collected by Sponsor online is subject to Sponsor's Privacy Policy, located at <http://www.mint-x.com>. In accordance with applicable law and with Sponsor's Privacy Policy, the information you provide may be sent to affiliates and marketing partners of the Sponsor; you may be contacted by the Sponsor and/or promotional partners with future promotional offers.

**DISPUTE RESOLUTION:** Except where prohibited by law, by entering you agree that: (i) all issues and questions concerning the interpretation, validity, and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of New York, without regard to its rules on conflicts of law; (ii) any action at law or in equity arising out of or relating to this contest, or awarding of any prize), shall be filed only in the state or federal courts located in the State of New York, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action; (iii) any and all disputes, claims, and causes of action arising out of or connected with this contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; (iv) 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 (iv) you hereby waive 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.

**This promotion is in no way sponsored, endorsed, or administrated by, or associated with, Facebook, Twitter, or Instagram. You are providing your information to the Sponsor and not to Facebook, Twitter, or Instagram. The information you provide to the Sponsor may be used for advertising and promotional purposes without additional compensation, in accordance with Sponsor's privacy policy, unless prohibited by law.**