

# AboveDown End of Summer Party Official Contest Rules

By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this contest.

NO PURCHASE NECESSARY TO ENTER OR WIN.

**CONTEST PERIOD:** AboveDown End of Summer Party Contest (“Contest”) begins on 9/9/21 and ends at 11:59 p.m. MT on 9/22/21 (Contest Period). This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. By entering, you understand that you are providing your information to AboveDown (Sponsor) and not Instagram.

**HOW TO ENTER:** During the Entry Period, entrants will be required to log-in to their Instagram account and post a photo wearing AboveDown apparel and tag [abovedown.co](http://abovedown.co) in the photo to become eligible for Contest judging. Entrants must ensure that their Instagram account settings are “public” so that the entrant’s photo submission is viewable by Sponsor. Creating an Instagram Account is free. By creating an Account however, entrants will be required to agree to the Instagram terms of service and privacy policy.

Limit one (1) Contest entry per person per day over the course of the Contest Period. If it is discovered that an entrant has attempted to enter with multiple e-mail addresses, social media accounts or under multiple identities, or uses any other method or device to enter multiple times over the course of the Contest Period, such entrant will be disqualified. Entrants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to submit an entry. All entries must be submitted in accordance with these Official Rules; no other method of entry into this Contest will be permitted. Entries will not be acknowledged or returned. By participating in the Contest, you fully and unconditionally agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters related to the Contest.

**ENTRY REQUIREMENTS:** Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; is obscene or offensive; endorses any form of hate or hate group; defames, misrepresents or contains disparaging remarks about other people or companies; contains trademarks, logos, or trade dress owned by others, except for AboveDown elements which may only be used for this Contest in accordance with these Official Rules);

contains any personal identification, such as personal names, license plate numbers, street addresses or e-mail addresses; contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), except for AboveDown elements which may only be used for this Contest in accordance with these Official Rules); contains materials embodying the names, likenesses, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;

contains any individual other than the entrant communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or violates any law.

Entry must be the original work of the entrant (or the original work of a professional photographer by which entrant owns the rights to), and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render

Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on Sponsor's Instagram page or other Sponsor websites or social media pages. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and reserve the right to remove any posted Entry for any reason and at any time.

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason, including if it determines, in its sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

**ELIGIBILITY:** This Contest is open to legal residents of the United States and Canada, 18 years of age or older, with Internet access and photo uploading capability.

**JUDGING AND FINALIST SELECTION:** All eligible Entries received by Sponsor will be judged by a panel of qualified judges that will select five (5) finalists. Sponsor reserves the right to advance fewer than five (5) finalists to the voting phase if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

**PUBLIC VOTING PHASE:** All finalist photos will be posted on Sponsor's Instagram page from 9/23/21 to 9/25/21 at 7:00 p.m. MT (the "Voting Period"). There will be a limit of one (1) vote per person/account. Votes received from any person/account in excess of the above-stated daily limitation will be void. Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion.

**FINALIST JUDGING AND WINNER DETERMINATION:** At the conclusion of the Voting Period the one (1) finalist entry receiving the highest number of votes will be deemed

the potential grand prize winner. In the event of a tie, a qualified panel of judges will determine the winner. Decisions of judges are final and binding in all respects. All results are unofficial until verified by Sponsor.

**WINNER NOTIFICATION:** Potential winners will be notified via Instagram.

**GRAND PRIZE (1):** One (1) grand prize winner will receive one (1) Yeti Tundra Roadie 24, three (3) AboveDown tees of their choice and a bunch of stickers. Approximate Retail Value ("ARV") of Grand Prize: \$300.

Prize is awarded "as is" with no warranty or guarantee expressed or implied by Sponsor.

Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prizes (or portions thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Released Parties (as defined below) disclaim all and any liability for the actual provision, quality or nature of any third-party product or service accepted by the winners. The awarding of any prize is contingent upon full compliance with these Official Rules.

**LICENSE/USE OF ENTRIES:** By submitting an Entry, and to the extent allowed by law, you grant the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Entry, name, photo, and biographical material including, but not limited to, all materials submitted in connection with the Contest in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

**PRIVACY:** For more information about how Sponsor uses the information you provide, see Sponsor's privacy policy at <https://wellaligned.com/privacy-policy/>

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Contest, participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and exclusively by final and binding arbitration under the rules of the American Arbitration Association (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental or consequential damages including attorney's fees or any other damages, other than for participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and participant further waives all rights to have damages multiplied or increased.

**RELEASES:** By participating in this Contest, entrants agree to release Sponsor and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Contest and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Contest and/or acceptance or use of any prize.

**MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected entries or registrations; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the tabulation of votes, the announcement of the prizes, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to

participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Sponsor reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the web site or otherwise in violation of these Official Rules. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Contest if the Contest is compromised by virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the Sponsor, corrupt or affect the administration, security, fairness, proper play or integrity of the Contest. Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the entry process. In the event of cancellation or termination, Sponsor reserves the right to select the winners using the judging and voting processes from among all eligible, non-suspect entries received prior to date of cancellation or termination. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of the e-mail account associated with the entry and he/she must comply with these Official Rules. The authorized account holder is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES (AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Except where prohibited by law, entry constitutes permission to use each entrant's name, hometown (city and state), voice, biographical information, likeness, photograph and any statements regarding this Contest in all media now known or hereafter discovered, for any purpose, including without limitation, in connection with, and to promote, market or advertise, the Contest, in whole or in part, without review, approval, credit or attribution, notification or payment from or to entrant or any person or entity, worldwide, in perpetuity, or on a winner's list, if applicable. Contest is subject to all applicable U. S. federal, state and local laws and regulations.