

## **“NAME THE CHARACTER” CONTEST OFFICIAL RULES (“OFFICIAL RULES”)**

**ELIGIBILITY AND ENTRY:** Contest is open to anyone in the United States, travel age restrictions apply.

**ENTRY REQUIREMENTS:** On the Contest Post pinned to the [@3rddaypublishing](#) Instagram page:

- **LIKE** the Contest Post
- **SHARE** the Contest Post
- **COMMENT #MOMMYGENES** on the contest post on Instagram
- **FOLLOW** the [@3rddaypublishing](#) Instagram page
- **SUBMIT** entry form either on Instagram Link.in Bio or [www.3rddaypublishing.com](http://www.3rddaypublishing.com)

Please note: All of these steps **MUST** be followed for the entry to be deemed valid. Verification will be a part of the vetting process prior to a selected entry being advanced to the voting stage of the contest.

### **PRIZES:**

- **ONE (1) GRAND PRIZE:** 4 day/3-night at an All-Inclusive vacation to one of three (3) destinations (e.g. Mexico, Bahamas, Dominican Republic), winner’s choice and one (1) Visa gift card valued at \$300 dollars (to offset taxes and fees winner is responsible for);
- **TWO (2) RUNNER-UP PRIZES:** 3-day/2-night hotel accommodations to over 50 destinations, winner’s choice and one (1) Visa gift card valued at \$50.
- **TWO (2) VOTER PARTICIPATION PRIZES:** One (1) Visa gift card valued at \$50, for two (2) randomly selected voters.

To maintain the integrity of the contest, all entries will be verified to be legitimate and not bot-driven, consequently, winners must have an established Instagram account. Entries must be submitted by entrants 13 years of age or older; however, the grand prize travel is age-restricted to 21 years or older. Please refer to Terms and Conditions listed below for details.

**WINNER SELECTIONS:** Contest submissions will be accepted at [www.3rddaypublishing.com](http://www.3rddaypublishing.com) on the “Contests/Promos” Page from November 1, 2022, at 12:01 p.m. PST through November 21, 2022, at 11:59 p.m. PST. **Anyone may enter, but travel age restrictions apply.**

**The GRAND PRIZE winner will be determined by the Instagram community via voting!**

The RUNNER UP prizes will be awarded by default to the second and third placed entries. The VOTER PARTICIPATION prizes will be awarded randomly to two (2) members of the participating voting community. The prizes will be awarded to the first and middle voter (determined by date and timestamp of the voter’s submission).

Additionally, the Grand Prize Winner will receive an acknowledgment by the author on the “Acknowledgement” and will be extended

**VOTING:** A 3-member committee will serve as the contest judges (“Selection Committee”). The Selection Committee will be inclusive of the author and two other judges selected from the Instagram community who have not submitted an entry into the contest. On or around December 8, 2022, the Selection Committee will select three (3) entries from the submissions to be advanced to a voting round (“Voting Round”). Each member will select one (1) entry to be included on the voting ballot. Upon identification of the entries, the voting will take place via Instagram. Dates are subject to change based upon the number of entries received. The Voting Round will begin on December 12, 2022, at 12:01 a.m. PST and end on

December 16, 2022, at 11:59 p.m. PST. Regardless of the number of votes submitted, the entry with most of the votes will be declared the winner and awarded the GRAND PRIZE. If there is a tie, the Selection Committee will vote, amongst themselves, on the winning name/GRAND PRIZE winner.

**HOW TO VOTE:** The voting will be conducted via an online survey that will be accessible via the Instagram Link.in Bio and on the 3<sup>rd</sup> Day Publishing website. **WHILE ENTRANTS MAY ENTER MORE THAN ONCE, VOTERS MAY CAST A VOTE ONLY ONCE.** Voting parameters will be set in surveying platform to ensure the integrity of the contest is maintained.

**NOTIFICATION:** On or around December 19, 2022, the winner, selected by majority Instagram votes, will be notified: one (1) GRAND PRIZE winner, two (2) RUNNER UP winners, and two (2) VOTER PARTICIPATION PRIZES will be notified via Instagram Direct Message (DM) and the email address on file. Upon acceptance of the contest Official Rules and the travel terms and conditions, all winners will be publicly announced on Instagram (and possibly other connected social media outlets, such as Facebook and Twitter), on or about January 1, 2023.

For winners under 18 years of age, the prize must be claimed by and delivered to a legal guardian or representative. Age-restrictions apply to the Grand Prize travel, all travelers MUST be 21 years of age or older.

**GENERAL CONDITIONS:** Participants hereby grant 3<sup>rd</sup> Day Publishing/Eaglet Books, LLC., (“Sponsor”), an exclusive, perpetual, worldwide license to broadcast, publish, store, reproduce, distribute, syndicate, and otherwise use and exhibit the elected submission in all media now known, and later to come unto existence, for purposes of trade or advertising without any compensation. The prizes are deemed to be a participation incentive and not compensation. Participants represent and warrant that they have full legal right, power, and authority to grant 3<sup>rd</sup> Day Publishing/Eaglet Books, LLC., the foregoing license.

3<sup>rd</sup> Day Publishing/Eaglet Books, LLC., is under no obligation to use or return any submissions received during the course of the contest.

Any income tax liability resulting from the receipt of a prize is the sole responsibility of the winners.

Winners agree to provide pictures and/or videos to be used for promotional purposes by 3<sup>rd</sup> Day Publishing/Eaglet Books, LLC.

**USE OF CONTEST INFORMATION:** All entries become the uncontestable, property of 3<sup>rd</sup> Day Publishing, LLC. 3<sup>rd</sup> Day Publishing, LLC., reserves the right to use any and all information related to the contest, including submissions provided by the contestants, for editorial, marketing, and any other purpose, unless prohibited by law. 3<sup>rd</sup> Day Publishing, LLC., does not expressly state or imply payment, compensation, royalties, or any remuneration to entrants and/or winners other than that which is expressly stated to be awarded to one (1) Grand Prize and two (2) Runner Up winners. Winner(s) agrees to participate in at least two (2) promotional opportunities include, but not limited to an interviews, photos, social media Reels/Stories, etc.

**CONSENT AND RELEASE:** By entering the Contest, each entrant releases and discharges the sponsor, judging organization (if applicable), and any other party associated with the development or administration of this contest, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, “Sponsor Entities”), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or

damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims").

Except where prohibited: (i) entry into the Promotion constitutes the consent of the entrant, without further compensation, to use his/her name, likeness, biographical data, and contact information for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Contest and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility and a liability/publicity release.

Fully executed release must be received by Sponsor within five (5) days from the date of the Sponsor's first attempt to notify the potential winner. By entering, you agree to cooperate with the rules. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary release.

**CONDUCT:** All contest participants agree to be bound by these Official Rules. 3<sup>rd</sup> Day Publishing/Eaglet Books, LLC., in its sole discretion reserves the right to disqualify any person it finds to be tampering with the entry process, the operation of its website, or is otherwise in violation of these rules.

**LIMITATIONS OF LIABILITY:** 3<sup>rd</sup> Day Publishing/Eaglet Books, LLC., is not responsible for late, lost, or misdirected email or for any computer, online, telephone, or technical malfunctions that may occur. If for any reason, the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, or technical failures of any sort, 3<sup>rd</sup> Day Publishing, LLC., may cancel, terminate, modify or suspend the contest. Entrants further agree to release 3<sup>rd</sup> Day Publishing, LLC., from any liability resulting from or related to participation in the contest.

**WINNERS LIST:** The names of the winners will be posted via Instagram. A winner's list and polling results will be available upon request. Email using the subject "Name the Character" Contest - Winners List" to [info@3rddaypublishing.com](mailto:info@3rddaypublishing.com).

**DISCLAIMERS:** (i) Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be

responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

**NOT ENDORSED BY INSTAGRAM, FACEBOOK, TWITTER OR ANY OTHER MEDIA OR SOCIAL MEDIA PLATFORM:** By participating in this contest, you acknowledge that this contest is in no way sponsored, endorsed, or administered by, or associated with Facebook, Twitter, Instagram or any other media or social media platform. You also release Facebook, Twitter, Instagram from any and all liability arising from or related to this contest. The information you are providing for this contest is being provided to 3<sup>rd</sup> Day Publishing/Eaglet Books, LLC. Further, by participating in this contest you accept and agree to the Terms and Conditions, in their entirety, as set forth and contained herein.

**APPLICABLE LAWS AND JURISDICTION:** This Contest is subject to all applicable federal, state, and local laws and regulations. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Official Rules is invalid or unenforceable, then that provision will be removed from the Official Rules without affecting the rest of the Terms. The remaining provisions of these Official Rules will continue to be valid and enforceable. Issues concerning the construction, validity, interpretation, and enforceability of these Official Rules shall be governed by the laws of the State of Indiana, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Indianapolis, Indiana. Should there be a conflict between the laws of the State of Indiana and any other laws, the conflict will be resolved in favor of the laws of the State of Indiana. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

**SPONSORSHIP:** This Promotion is sponsored by 3rd Day Publishing.

## GRAND PRIZE TERMS AND CONDITIONS – [ALL-INCLUSIVE ESCAPE](#)

1. This promotional offer requires payment of fees and should not be considered free travel.
2. The All-Inclusive Offer includes 4 day/3 night accommodations for two adults at an all-inclusive resort similar to the Viva Wyndham Resorts, destinations are subject to availability and promotional inventory. If available, additional nights may be added at a special rate.
3. To be eligible for this offer, travelers must be 21 years of age or older with a valid driver's license and a major credit card. For travel outside of the United States, U.S. citizens must have a valid passport to travel. Passports should be valid for at least six months after your return date. Each traveler is responsible for obtaining all necessary travel documents.
4. Upon receipt of your order form we will send you an email with instructions on how to request your destination and dates of travel. All reservation requirements of this offer must be met. All travel must be completed within 12 months of your activation date. A minimum of 60 days advance notice is required to process your request. Travel is not permitted for seven (7) days before, after or on the following major holidays: New Year's Day, MLK Day, Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
5. Traveling guests are responsible for, but not limited to: hotel taxes, resort fees, and gratuities (approximately \$60 per person per day); a \$300 gift card will be provided to the Grand Prize winner to offset hotel taxes, resort fees, and gratuities. Seasonal and availability surcharges may apply. These fees must be paid at time of booking by a valid credit card. Offer is capacity controlled and subject to availability. Locations and properties are subject to change. Airline tickets, airport transfers, parking and other miscellaneous expenses are not included. Cancellation or change penalties will apply once your reservation has been confirmed. All vacation offers are subject to Travel Service Center's availability and promotional inventory. Travel Service Center reserves the right to substitute the components of these vacation offers including, but not limited to itineraries and destinations.
6. The \$50.00 processing fee is non-refundable and is used for account creation/ servicing and for enrollment in the Preferred Customer Benefit Program.
7. An email account or access to an email account is a requirement to use this program. Important and time sensitive communications such as travel quotes and payment authorization will need to be sent electronically through email. Unfortunately, there are no exceptions to this requirement.
8. Upon receipt and processing of your Registration Activation Form/payment, a Welcome Aboard email will be sent to you containing instructions on how to book your travel. Please be sure to check your junk or spam folders. It is your responsibility to contact us if you do not receive this Welcome Aboard email. Unfortunately, an offer cannot be extended for non-receipt of this email.
9. Travel insurance is highly recommended. It is important that you do not leave for your vacation until you have received a written confirmation from your reservation agent. Travel insurance is recommended. If you choose to decline this valuable protection, you are assuming any financial loss associated with your travel arrangements. Travel Insurance is offered by Travel Service Center. It is important that you do not make any other travel arrangements until you have received a confirmation of your reservation from Travel Service Center.

10. Only one travel vacation offer per household may be used in a 12-month period. This offer is not valid for groups and cannot be used in conjunction with any other promotional travel package or discount. This offer is non-transferable after activation.

11. This offer is void where prohibited by law. All federal, state, and local laws and regulations apply. This promotional offer cannot be exchanged for cash or monetary consideration, resold and cannot be reproduced. This promotional offer is considered void if bartered at any time or sold to the end user or if not paid by the primary issuing merchant or distributor.

12. By participating in this vacation offer the end user agrees that Travel Service Center will not be held liable for any actual or potential losses, including without limitation, compensation or consequential damages, either in contract or in tort, by either persons or property, arising out of this offer or in connection therewith or by misrepresentation by a third party.

13. Travel Service Center is not to be held responsible for any act of God, and/ or any other circumstances beyond its control causing your travel to become unavailable.

14. Travel Service Center reserves the right to cancel this offer at any time or change these terms and conditions without notice.

These terms and conditions cannot be changed or altered by any statement, merchant or representative of any unauthorized person(s). No other representations, oral or otherwise, are valid in conjunction with this offer. All terms of this offer must be met or the offer will be voided. Incentive Offer expires two years from revision date located in bottom right corner of form. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of laws or choice of law rules. All legal actions relating to this agreement shall be brought in the state or federal courts located within Hillsborough County, Florida.

RUNNER'S UP PRIZE - TERMS AND CONDITIONS – [GETAWAY USA](#)

1. This promotional offer requires payment of taxes/fees and should not be considered free travel.
2. To begin the process mail your Activation Form with your \$50 (US) activation fee, made payable to Getaway USA to: Getaway USA, 13014 N. Dale Mabry Hwy, #2 Tampa, FL 33618. Activation Form must be received within 30 days of the issue The hotel accommodations offer includes 3-day/2-night accommodations date. Upon receipt of your deposit and Activation Form, you will be e-mailed a Welcome Letter with detailed information about how to proceed.
3. This prize is for 3-day/2-night accommodations for two (2) adults, at least one must be gainfully employed and at least 21 years of age, and up to two (2) children under the age of 16, staying in the same room. If married, you must travel together. Driver license required for verification of age and major credit card required as a matter of hotel policy – no debit cards. Arrival date must be a minimum of 30 days and a maximum of 60 days from receipt of your request.
4. When your reservations are confirmed, you will be emailed a confirmation with your directions and check-in times. This written confirmation and two forms of ID (driver's license and major credit card) must be presented upon check-in.
5. This offer is valid for one (1) year from issue date and travel must be completed by that time. Refunds may be requested within 14 days of completion of travel or if you choose not to travel, any time prior to expiration date. Please mail refund requests to: Getaway - Refunds 13014 N. Dale Mabry Hwy. #2, Tampa FL 33618. Refunds will be mailed approximately 30 - 45 days after request is received. You may also email your requests to [refunds@travelpromotionsfaq.com](mailto:refunds@travelpromotionsfaq.com). Registration Activation fee is refundable, minus a \$10 processing fee.
6. All reservations are based on Getaway availability and are subject to change. Availability is limited during peak season, holidays and weekends. Surcharges may apply during these times and in some locations. We also reserve the right to change the destinations at any time. Some locations may require you to purchase a third night.
7. This offer is for hotel accommodations only and does not include transportation, room taxes and surcharges, meals, etc. Sorry, no pets.
8. While on vacation, you may be offered exciting vacation opportunities in the resort area by the Host Resort in the hopes that you will vacation with the Host Resort in the future.
9. All reservation policies and procedures must be met, including but not limited to: adhering to all travel date/destination restrictions, completion of all reservation documents and forms, payment of all taxes and fees, etc. Failure to comply may void the offer.
10. Notice of cancellation or changes to a confirmed reservation must be received at least 10 days prior to your scheduled arrival date. Failure to cancel or reschedule at least 10 days prior to arrival or hotel 'no shows', will result in a forfeiture of your refundable deposit. In some cases, hotels will charge a cancellation fee if terms of agreement are not met.
11. An email account or access to an email account is a requirement to use this program. Important and time sensitive communications such as travel quotes and payment authorization will need to be sent electronically through email. Unfortunately, there are no exceptions to this requirement. Upon receipt and processing of your Registration Activation Form/payment, a Welcome Aboard email will be sent to

you containing instructions on how to book your travel. Please be sure to check your junk or spam folders. It is your responsibility to contact us if you do not receive this Welcome Aboard email. Unfortunately, an offer cannot be extended for non-receipt of this email.

12. Travel insurance is highly recommended. If you choose to decline this valuable protection, you are assuming any financial loss associated with your travel arrangements. It is important that you do not leave for your vacation until you have received written confirmation.

13. Cancellation and change fees apply once your reservation has been booked and confirmed for any of the available offers. All travelers are also required to abide by the cancellation and refund policies as outlined by the specific hotel.

14. All vacation offers are subject to the fulfillment company's availability and promotional inventory. Getaway USA reserves the right to substitute the components of these vacation offers including, but not limited to, itineraries and destinations. Only one travel vacation offer per household may be used in a 12-month period. This offer is not valid for groups and cannot be used in conjunction with any other promotional travel package or discount.

15. This offer is void where prohibited by law. All federal, state, and local laws and regulations apply. This promotional offer cannot be exchanged for cash or monetary consideration, resold and cannot be reproduced. This promotional offer is considered void if bartered at any time or sold to the end user or if not paid by the primary issuing merchant or distributor that purchased directly from Getaway USA.

16. By participating in this vacation offer the end user agrees that the fulfillment company will not be held liable for any actual or potential losses, including without limitation, compensation or consequential damages, either in contract or in tort, by either persons or property, arising out of this offer or in connection therewith or by misrepresentation by a third party.

17. Getaway USA is not to be held responsible for any act of God, and/or any other circumstances beyond its control causing your travel to become unavailable.

18. The fulfillment company reserves the right to cancel this offer at any time or change these terms and conditions without notice. These terms and conditions are final and cannot be changed or altered by any statement, merchant or representative of any unauthorized person(s). No other representations, oral or otherwise, are valid in conjunction with this offer. All terms of this offer must be met or the offer will be voided. Activation Form expires two years from revision date located in bottom left corner of form.

Governing Law: This agreement shall be governed by and construed in accordance with laws of the State of Florida, without reference to conflicts of laws or choice of law rules. All legal actions relating to this Agreement shall be brought in the state or federal courts located within Hillsborough County, Florida. These offers are fulfilled by the Travel Service Center. Please visit [www.getawayfaq.com](http://www.getawayfaq.com)