

## **WhitePaws RunMitts Maryland Flag Mitten Contest Terms & Conditions**

### **Name:**

WhitePaws RunMitts Maryland Flag Mitten Contest (“Contest”)

### **Purpose:**

As a Baltimore brand, WhitePaws RunMitts is looking to celebrate the creativity of Marylanders by collaborating with a local artist on a special edition release of RunMitts. Artists will create a vector-based motif inspired by the iconic Maryland flag. The winning artist will see their design turned into a repeat print for our special edition RunMitts and will also receive a cash prize of \$500.

### **Sponsor:**

This Contest is sponsored by RunMitts LLC, P.O. Box 27072, Baltimore, MD 21230 US (“Sponsor”).

This Contest is not sponsored, endorsed, administered by, or associated with Instagram, nor is Instagram associated with this Contest in any way. By participating in this Contest, you (“you” or “Entrant”) acknowledge and agree that you are providing your entry (as defined below) to Sponsor and not to Instagram, and agree to these terms and conditions (“Terms & Conditions”) in all respects. Any questions, comments, or complaints regarding the Contest must be directed to the Sponsor and not to Instagram.

### **Contest Timeline:**

9/1/2021 - Contest is open to submissions

9/15/2021 - Contest is closed to submissions at 11:00 AM EST (Eastern Standard Time)

9/16/2021 - Finalists are notified via email and public voting begins on WhitePaws RunMitts’ Instagram page **@whitepaws\_runmitts**

9/19/2021 - Public voting ends at 11:59 PM EST

9/20/2021 - Winner is notified via email

9/21/2021 - Winner is required to submit an editable vector file by 11:59 PM EST

### **Eligibility**

NO PURCHASE NECESSARY. Entrants to the Contest must be 18 years or older and be living in the state of Maryland at the time of entry. Sponsor reserves the right to verify all eligibility requirements. By entering the Contest, each Entrant represents and warrants that they meet all eligibility requirements and acknowledges that failure to meet all eligibility requirements will disqualify Entrant from the Contest. Contest is subject to all applicable federal, state, and local laws and regulations.

## How to Enter

Download the entry form available at [www.runmitts.com/contest](http://www.runmitts.com/contest) and fill out all required fields. Email your completed entry form and vector artwork to [runmittscontest@gmail.com](mailto:runmittscontest@gmail.com). Entries are complete when both the entry form and artwork have been received by Sponsor. Entrants will receive confirmation of receipt via email.

All entries must be received by 11:00 AM Eastern Standard Time on September 15, 2021.

Artwork requirements:

- Must be a vector graphic
- Submit your artwork in JPG or PDF format. If chosen as the Winner, artwork must be made available to Sponsor as an editable vector file such as .ai
- Must utilize the following CMYK color codes to represent the Maryland Flag colors:
  - Black: 0\_0\_0\_100
  - Red: 0\_100\_63\_31
  - Gold: 0\_29\_100\_1
  - White: 0\_0\_0\_0
- Name your files in the following format:
  - Entry form: YourFullName\_Contest\_2021 example:  
JohnSmith\_Contest\_2021
  - Artwork: YourFullName\_YourArtworkTitle\_2021 example:  
JohnSmith\_MarylandFlag\_2021
  - Artwork may be submitted as a repeat or as a standalone motif.

The Winner's artwork will be turned into a repeat print for textiles, so it is recommended that you consider how your design will look tiled. Dimensions of the RunMitts are approximately 9.5" L x 4.5" W for size medium. Sponsor reserves the right to modify the scale of the design to best suit the project.

Each Entrant may only submit one entry

## Submission Guidelines

All artwork submitted by the Entrant must be original and created solely by the Entrant. All entries 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. Sponsor reserves the right, in its sole discretion, to disqualify any entry it deems to be offensive, inappropriate, derogatory, indecent, obscene, hateful, tortuous, defamatory, slanderous, libelous, or that is not in compliance with the terms of these Terms & Conditions. All entries must not contain any material that promotes bigotry, racism, hatred, harm, or discrimination against any group or individual.

Entries submitted by methods other than those stipulated in these Terms & Conditions will not be accepted.

Sponsor is not responsible for late, lost, damaged, incomplete, delayed, undelivered, or misdirected entries, or for computer, technical, typographical, human, or other errors relating to or in connection with the Contest. If for any reason the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Contest.

Normal Internet access and usage charges imposed by your mobile service provider will apply and are not the responsibility of Sponsor.

### **Judging & Notification**

Sponsor will review all entries and select 5 Finalists. Finalists will be notified by email on September 16, 2021. All Finalists agree to have their entry shown in public, in any and all media and platforms designated by Sponsor at Sponsor's sole discretion. The 5 Finalist entries will be shared on the Sponsor's Instagram page (@whitepaws\_runmitts) to allow the public to vote for the winner. Voting will start on September 16th and run through September 19th at 11:59 pm Eastern Standard Time. 1 Like = 1 Vote and the entry with the most Likes at the cutoff time will be the Winner.

The Winner will be notified via email on September 20th. The Winner will be required to email an editable vector file, such as .ai file, to [runmittscontest@gmail.com](mailto:runmittscontest@gmail.com) by 11:59 pm Eastern Standard Time on September 21st, 2021.

### **Prize**

The Winner will receive a \$500 cash prize and may have their design turned into a repeat print for special edition RunMitts.

All prize details are at the sole discretion of Sponsor. No substitutions or transfers of the prize are permitted by the Winner.

Each Entrant should consult with a tax advisor regarding federal, state, and local tax consequences of the cash prize awarded in this Contest. Nothing contained herein should be construed as legal or tax advice to Entrants. Sponsor assumes no responsibility for the tax consequences relating to the Contest and prize awarded hereby.

### **Use of Entry**

Each Entrant grants Sponsor and its designees an irrevocable, royalty-free, exclusive, worldwide perpetual license to use, display, publish, reproduce, and distribute the entry as well as Entrant's name, in any and all media and platforms designated by Sponsor at Sponsor's sole discretion, including but not limited to on Sponsor's website and social media channels without further compensation, notification, or permission.

The Winner grants Sponsor and its designees an irrevocable, royalty-free, exclusive, worldwide perpetual license to use, display, publish, reproduce, and distribute the entry (as submitted or as

modified by Sponsor) and Entrant's name in any and all media now or hereafter known without further compensation, notification, or permission. Sponsor is under no obligation to provide named attribution to Entrant in any manner or form, including but not limited to attribution on or in connection with the finished goods and/or associated marketing materials, and by entering the Contest Entrant specifically waives all rights to attribution and all moral rights associated with Entrant's entry.

### **Use of Personal Information**

Any personal information, including without limitation, an Entrant's name, Instagram username, and/or email address provided by an Entrant will be used by Sponsor solely in connection with the administration of the Contest. Any personal information held by Sponsor in respect of administration of the Contest will be held on record for a reasonable period to fulfill the purpose for which such personal information was collected.

Winner's identifying information may be disclosed to third parties as required by law.

### **Publicity Release**

Subject to applicable law, by entering this Contest, each Entrant affirmatively and irrevocably agrees, consents to, and grants Sponsor the right to use their name and/or Instagram username, and/or other limited biographical material, for any and all purposes including, but not limited to, advertising, promotional, marketing, and/or publicity purposes in connection with the Contest, in all forms of media now and hereafter known, worldwide in perpetuity, without any obligation or further consideration.

### **Tampering with Contest**

Sponsor is not responsible for the actions of Entrants in connection with the Contest, including Entrant's attempts to circumvent the Terms & Conditions or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Persons found tampering with or abusing any aspect of this Contest, or who Sponsor believes to be causing or attempting to cause malfunction, error, disruption or damage will be disqualified. Additionally, any attempt to cheat the Contest, as determined at the sole discretion of Sponsor, may result in immediate disqualification from any and all future Contests. Sponsor reserves the right, at its sole and absolute discretion, to disqualify any individual who is found to be, or suspected of, acting in violation of these Terms & Conditions, or to be acting in an un-sportsmanlike, obscene, immoral, or disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person.

### **Releases, Waivers, and Disclaimers:**

By entering the Contest, Entrants agree to release, discharge, and hold harmless Sponsor, Instagram, and each of their respective parents, subsidiaries, affiliates, licensors, licensees, agents, representatives, retailers, and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, the "Released Parties"), from any and all liability, claims, losses, injuries, demands, damages,

actions, and/or causes of action, whether direct or indirect, which may be due to or arise out of or in connection with participation in the Contest, while preparing for or participating in any Contest-related activity, and/or acceptance, receipt, possession or use/misuse of any prize (including, without limitation, liability for any property loss, damage, personal injury or death, violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property). Entrants agree that the Released Parties shall have no responsibility or liability for human error; incorrect or inaccurate transcription of information; any technical malfunctions of the telephone network, computer equipment or systems, software, hardware, or Internet service provider utilized by Sponsor; interruption or inability to access the Contest web page or posts on Instagram or any online service via the Internet due to hardware or software compatibility problems; any damage to Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties.

Each Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest, including but not limited to (i) Sponsor's exercise of any rights granted by entrant to Sponsor herein; and (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, and/or loss of earnings or potential earnings in connection with Sponsor's use of the entry and any portion thereof, or the likeness of any natural person therein. Entrants hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law relative to the Contest or any component thereof. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**GOVERNING LAW / LIMITATION OF LIABILITY:**

All federal, state, and local laws and regulations apply. The Contest will be construed and evaluated according to United States law. By participating, entrants agree to be bound by the Terms & Conditions and the decisions of the Sponsor which are final and binding in all respects. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms & Conditions or the rights and obligations of participants, Sponsor, or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Maryland, without giving effect to any choice of law or conflict of law provisions.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY BETWEEN ENTRANT AND SPONSOR, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS BY OR TO ENTRANT WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED BY ENTRANT, (IF ANY), NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED TO OR RECOVERABLE BY ENTRANT; (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, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.