



#HowTheyAsked Contest

Official Rules

The Wedding Spot #HowTheyAsked Contest (the “Contest”) is sponsored and executed by Wedding Spot, A HoneyBook Company 539 Bryant Street, Suite 200, San Francisco, CA 94107 (“Sponsor” or “Executor”). No purchase necessary to enter or win.

1. **AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes the Participant’s full agreement to these Official Rules and the decisions of the Sponsor and Executor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **ELIGIBILITY:** Contest is open to legal residents of the United States who are 18 years of age or older as of the Entry Period (defined below) (“Participant”). Employees of Sponsor, Executor, their respective affiliates, subsidiaries, advertising and promotion agencies, and their immediate family members and/or those living in the same household of each are not eligible. This Contest is void where restricted by law.
3. **ENTRY PERIOD:** Contest begins at 12:00am ET on December 19, 2018 and ends at 11:59pm ET on January 31, 2019 (the “Entry Period”). Entries that are submitted before or after the Entry Period will be invalid. Executor’s computer will be the official timekeeping device for this Contest.
4. **HOW TO ENTER:** Participant must follow @weddingspotofficial on Instagram, share their engagement photo or video via Instagram with the hashtag #HowTheyAsked and tag @weddingspotofficial in the submitted photo or video for the Contest (“Entry”).

Sponsor and Executor each reserve the right to disqualify any Participant found to be tampering with the activity of the Contest or to be acting in abuse of these Official Rules. In the event of a dispute as to the identity of a Participant, the authorized account holder of the Instagram account used to submit the Entry will be assumed to be the Participant. The “authorized account holder” is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

By entering the Contest, you represent and permit that you are the owner or licensee of any and all materials and information, including photos, videos, and personal information, submitted by you to the Contest and you automatically grant, and you represent and warrant that you have the right to grant, to Sponsor and Executor an irrevocable, perpetual, non-exclusive, transferable, fully-paid-up, royalty-free, worldwide license (with the right to sublicense at multiple levels) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), transfer, distribute any such materials for any purpose and in any format on or in connection with the www.wedding-spot.com website or its affiliated or partner sites, the Executor's or Sponsor's respective businesses, or the promotion thereof, prepare derivative works, incorporate into other works, and/or grant and authorize sublicenses of the foregoing. Submissions must not, in the sole and unfettered discretion of the Sponsor and/or Executor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content, and Submissions must not infringe any intellectual property rights of third parties. You furthermore represent and warrant that all persons and entities connected with the materials and information submitted in connection with the Contest, and all other persons and entities whose names, voices, photographs, likenesses, works, services and materials have been used in such materials/information or its/their exploitation, have authorized the use of their names, voices, photographs, likenesses, performances, and biographical data in connection with the advertising, promotion, trade and other exploitation of the materials and information and the rights granted herein.

5. PRIZE DEFINITION: The venue of Winner's choice shall receive \$1,000.00 in check form or other cash equivalent as designated by Sponsor in its sole discretion ("Prize") to be used on the Winner's behalf. The total value of this Prize will not exceed \$1,000.00. No transfer, cash equivalent, or Prize substitution allowed, except at Sponsor's sole discretion. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner.

6. JUDGEMENT: On or about February 1, 2019 one (1) Participant from all eligible Entries received during the Entry Period ("Drawing Date") shall be selected as "Winner" by a panel of judges established by Executor, who will choose the winner based on certain judging criteria, including without limitation, the following: most compelling engagement photo/video. Decisions of judges are final on all matters relating to the Contest.

7. CONSENT AGREEMENT: By entering this Contest, Participant: (1) agrees to be bound by these Official Rules; (2) consents to the use of his/her name, voice, picture, and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law, and (3) agrees that Sponsor and Executor may send Participant information, promotions, or special offers that Sponsor and/or Executor determines may be of interest to Participant. Should a Participant wish to opt out of these communications unrelated to the Contest, please email support@wedding-spot.com.

8. PRIZE NOTICE: Each potential Winner may be contacted by Sponsor or Executor on or about the Drawing Date via Instagram direct message and may be asked for further explanation based on their initial answers submitted online. Each potential Winner will be required to respond to such direct message and execute and return an Affidavit of Eligibility and Liability/Publicity Release (where required and/or permitted) within seventy-two (72) hours of notification attempt. In the event a potential Winner is determined to be ineligible in accordance with these Official Rules (including by failure to respond to any notification attempt within the specified time), such Prize may be forfeited and may be awarded to an alternate Winner in a drawing from among all remaining Entries received. Each Winner may be required to supply Executor with his/her social security number for tax purposes. Subject to the foregoing requirements, the Prize will be sent to Winner directly by Sponsor and Sponsor may contact Winner if more information is needed.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY: By entering, each Participant agrees to defend, indemnify and otherwise hold Sponsor, Executor, and their respective parents, subsidiaries, affiliated companies, the agents, officers, directors, and/or employees (collectively, the "Released Parties") harmless from and against any and all liability of any nature whatsoever arising out of or relating to (a) unauthorized human intervention in the Contest by or directed by Participant; (b) breaches of or inaccuracies in any representations or warranties of, or license grants by, Participant or any other terms and conditions contained herein; and/or (c) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or receipt or use of any prize, including any such claim by the Released Parties' employees or agents or any third parties.

By entering this Contest, each Participant (1) agrees to release Sponsor, Executor, and each of the Released Parties from any and all liability for any loss, harm, damages, costs, and/or expenses, including without limitation property damages, personal injury and/or death, arising out of participating in this Contest or the acceptance, possession, use, or misuse of any prize, (2) waives any and all claims against Sponsor, Executor, and each of the Released Parties based on publicity rights, defamation,

invasion of privacy, or any other intellectual property or privacy right, and (3) acknowledges that neither the Sponsor nor Executor have made or are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose.

Neither Sponsor nor Executor shall be liable for any damages whatsoever related to or arising from (a) any technical errors that may prevent any Participant from participating in any way; (b) unauthorized human intervention in the Contest; and/or (c) errors in the administration of the Contest.

Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Participant further agrees that in any cause of action, the Released Parties' aggregate liability for all claims will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorneys' fees.

10. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor or Executor may, in its sole discretion and at any time, (a) suspend the Contest to address the impairment and then, at Sponsor's or Executor's sole discretion, resume the Contest in a manner that best conforms to the spirit of these Official Rules (b) award the prize from among the eligible Entries received up to the time of the impairment and/or c) terminate the Contest. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, each of the Sponsor and Executor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure or delay by the Sponsor or Executor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

11. DISPUTES: Except where prohibited by law, each Participant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Participant's rights and obligations, or the rights and obligations of the Sponsor and Executor in connection with the Contest, 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 California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California. This Contest is in no way sponsored, endorsed or administered by Instagram, or similar social media sites. Questions or comments regarding the Contest can be submitted by email to support@wedding-spot.com.