



## **OFFICIAL RAFFLE RULES FOR “BYEMMA.ORG” CONTEST (the “RAFFLE”)**

Employees or agents of the Sponsor (as defined below) and each of its respective subsidiaries, advertising/promotional agencies, providers, suppliers as well as their immediate families (spouse, parents, siblings and children) or those persons living in the same household of such individuals are ineligible to enter or win. The Raffle is subject to all applicable state, city, county, and local laws and regulations.

1. **ELIGIBILITY:** PARTICIPATION IN THE RAFFLE IS OPEN TO; (I) INDIVIDUALS WHO REGISTERED TO COMMENT, LIKE, FOLLOW AND SHARE AND THIRTEEN (13) YEARS OLD AND ABOVE (DEFINED BELOW).
2. **SPONSOR:** The Raffle is sponsored by BYEMMA, LLC, a company organized under the laws of California, mailing address at PO Box 3942, Fullerton, CA 92834 (the “**Sponsor**” or “**BYEMMA**”).
3. **THE RAFFLE:** Individuals who meet the eligibility criteria set forth in Section 1 above (each, a “**Participant**”), may enter the raffle by completing the following actions: (1) registering a valid email address via the online registration form available on the Website; (2) liking an article submitted by an author; (3) attempt to unravel the stores through commenting on the articles from the author’s page (the “**BYEMMA Website**”) during the Raffle Period (as defined below); (4) sharing the stories on their social media (collectively referred to as an “**Entry**”); and (5) like, follow, and share BYEMMA, LLC’s social media pages. Each Participant may submit unlimited number of comments and must refrain from offensive, discriminatory, and explicit language. The raffle shall commence on the publication or notice date of the raffle, and guest will be able to register for the Raffle and comment until said raffles’ end date (the “**Submission Period**”) found at <https://byemma.org/services/resources/contest/>. It is hereby clarified that the Sponsor is entitled to change the Raffle Period at its sole discretion.
4. **ENTRANTS BOUND BY THESE OFFICIAL RULES:** Your Entry into the Raffle constitutes your full and unconditional agreement to and acceptance of these official rules and the decisions of the Sponsor, which are final and binding. If you are named as one of the winners, delivery of the prize is contingent upon fulfilling all requirements set forth in these official rules.
5. **PRIZE WINNER SELECTION:** At the lapse of the Submission Period, two (2) winners (the “**Winners**”) will be selected by one (1) BYEMMA official drawer who will name the winners. The official drawer shall select the winners according to such criteria within five (5) days after the submission period. The winners will be informed of their win via email or phone call, at the Sponsor’s discretion. All decisions of the Sponsor and/or official drawer are final and may not be disputed by Participants. The projected winners will not receive their applicable prizes until their eligibility and identity has been verified by the Sponsor.
6. **RESTRICTIONS:** Failure to comply with these official rules may result in disqualification of any Participant from the Raffle at the sole discretion of the Sponsor.
7. **DISCLOSURE.**



**PRIZE:** The prize(s) are limited to and outlined according to its own promotion and may be found at: <https://byemma.org/services/resources/contest/>

**NOTE:** The prize(s) are not interchangeable and any of the winners shall not be entitled to any other prize. The Sponsor may change the prize(s) at his sole discretion without decreasing the monetary value of the prizes. The winners are solely responsible to take all and any actions required to receive the prize, on their expense. The winners are solely responsible for all taxes and fees associated with their receipt of the prize and/or use thereof. No alternative prize or other substitution, sale, auction, donation, assignment or transfer of the prize is permitted.

- **RELEASE:** To the fullest extent permitted by law, in exchange for the opportunity to enter and participate in the Raffle and win the prize, you waive, release and hold harmless (“**Release**”) any and all rights, claims, damages, liabilities, costs, attorneys’ fees, expenses, and causes of action whatsoever (“**Claims**”) that you may have against the Sponsor and its officers, directors, employees agents, authors and partners (the “**Released Parties**”). This Release covers, without limitation, any claims arising directly or indirectly out of your entry into and participation in the Raffle, your status as a Participant, entrant, finalist and/or a potential and/or actual winner, including, without limitation, claims based on personal injury, death, property damage, libel, slander, defamation, invasion of privacy/publicity, portrayal in a false light and any claim relating to the Sponsor's exercise of the publicity rights you have granted to the Sponsor hereunder. Further, you hereby release the Released Parties from any third party intellectual property claims arising from or in connection with your Entry. This Release survives the expiration of the Raffle.
- **INDEMNIFICATION.** You agree to release, indemnify and hold Sponsor and the author harmless from any Claims in connection with the Raffle, including but not limited to Sponsor and author or anyone on its behalf’s use of the Entry, or resulting from acceptance, possession, or use of the prize, including without limitation, personal injury, death and property damage, and Claims based upon intellectual property infringement, publicity rights, defamation, or invasion of privacy as well as Claims arising out of your breach of these official rules.
- **PUBLICITY:** EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, PARTICIPATION IN THE RAFFLE CONSTITUTES YOUR CONSENT TO THE SPONSOR’S USE OF YOUR NAME FOR PUBLICATION THAT YOU HAVE WON THE RAFFLE FOR PROMOTIONAL PURPOSES, WORLDWIDE, WITHOUT FURTHER PAYMENT OF CONSIDERATION TO YOU AND WITHOUT OBTAINING ANY PRIOR APPROVALS.
- **COLLECTION AND USE OF PERSONAL INFORMATION :** The Sponsor will collect personal information from Participants that will be used by the Sponsor in connection with the conduct of the Raffle including (but not limited to) notifying you and the other Participants if you are chosen as a winner. The information will be treated in accordance with the Sponsor’s privacy policy available at: <https://byemma.org/wp-content/uploads/2018/08/byEMMA-POLICIES-r8.27.18.pdf>.
- **GENERAL CONDITIONS:** By participating in the Raffle, Participants expressly acknowledge and agree that they are entering a legal agreement with Sponsor and have understood and agree to comply with, and be legally bound by, these terms and conditions. The Sponsor reserves the right to cancel, postpone, suspend and/or modify the Raffle for any reason as determined by the



Sponsor in its sole discretion. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be: (a) providing false information; (b) tampering with the operation of the Raffle; (c) in violation of these official rules; (d) acting in a fraudulent or deceptive manner; or (e) using offensive, discriminatory, or explicit language. Any attempt by any person to deliberately undermine the legitimate operation of the Raffle may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any of these Official Rules shall not constitute a waiver of that provision. The Sponsor is not responsible for (i) lost/delayed entries; (ii) email failures; (iii) posting errors; or (iv) website unresponsiveness or failures.

- **LIMITATION OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by you, typing errors or by any of the equipment or programming associated with or utilized in the Raffle; (2) technical failures of any kind, including but not limited to the malfunctioning or unavailability of any computer, cable, network, hardware, software, Internet service or website; (3) unauthorized human intervention in any part of the entry process or the Raffle; (4) technical or human error which may occur in the administration of the Raffle or the processing of entries; or (5) any injury or damage to persons or property, including but not limited to your computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from your participation in the Raffle or receipt, redemption or use of the prize.

YOUR PARTICIPATION IN THE RAFFLE IS AT YOUR OWN RISK. SPONSOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE RAFFLE. SPONSOR SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES AND/OR EXPENSES ARISING OUT OF OR RELATED TO YOUR PARTICIPATION OR INABILITY TO PARTICIPATE IN THE RAFFLE AND/OR YOU'RE USE OF THE PRIZE, OR FROM ACTS OF MISCONDUCT OF OTHER PARTICIPANTS OR THIRD PARTIES.

UNLESS PROHIBITED BY LAW, SPONSOR LIABILITY SHALL BE LIMITED TO ONE U.S. DOLLAR (US\$1.00).

- **DISPUTES:** These Official Rules are governed by and construed under the laws of the State of California, excluding its conflicts of law rules. Except where prohibited, you agree that: any and all disputes, claims and causes of action arising out of or connected with the Raffle or any prize awarded, other than the administration of the Raffle or the determination of winners, shall be resolved individually and exclusively, without resort to any form of class action, in Orange County, California.
- **THE RAFFLE RESULTS:** Raffle results will be posted on the BYEMMA Website, at: <https://www.byemma.org>.
- **OWNERSHIP OF THE ENTRY.** Participant represent and warrant that Participant owns all Intellectual Property Rights (defined below) in and to the Entry, including but not limited to the idea constitute the foundation of the Entry, and Participant enables inclusion and use thereof. "Intellectual Property Rights" means any and all rights, titles and interests, whether foreign or



domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic.

- **LICENSE TO ENTRY.** By participating in the Raffle, Winners hereby grant, free of charge, Sponsor and any person obtaining a copy of the Entry on Sponsor's behalf, a non-exclusive worldwide, perpetual, irrevocable, royalty free license to use, copy, modify, reproduce, distribute, prepare derivative works of, merge, display, and publish or commercialize in in digital means only the Entry in connection with Sponsor's business.
- **PROHIBITED CONTENT INCLUDED IN THE ENTRY.** Participant agrees that the Entry shall not include content which: (i) is copyrighted, protected third party proprietary rights, including privacy and publicity rights, unless Participant is the owner of such rights; (ii) is unlawful, offensive, discriminatory, explicit, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is inappropriate; or (iii) is otherwise malicious or fraudulent (hereinafter referred to as "**Prohibited Content**"). Sponsor reserves the right to reject any Entry that includes, in its sole and absolute discretion, such Prohibited Content.
- **SEVERABILITY:** If any provision of these official rules is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not have any effect on any other provision of these official rules, all of which shall remain in full force and effect.
- **WINNER:** To receive the names of the winners or a copy of the official rules, you may either: (1) send an online request to the Sponsor's online 'Contact Us', at: <https://byemma.org/contact-us/>, or (2) email <mailto:marketing@byemma.org?subject=Winners>.

*This policy was last modified on September 3, 2018*