

BOILING POINT GROUP, Inc.'s Official Contest Rules and Legal Disclaimer

This is a legal contract ("the Agreement") between you and BOILING POINT GROUP, Inc. ("BPG").

By submitting any image or video file to BPG or any of BPG's various marketing and social media platforms you indicate your agreement to all of the following terms and conditions.

As used in this Agreement, "we" or "BPG" means BOILING POINT GROUP, Inc. and "you" means the individual or entity submitting materials to BPG. Any individual or entity that wants to submit content to BPG must accept the terms of this Agreement without change.

Contest Eligibility. BPG's Contests are open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Children under eighteen must have parent's permission before entering. **You may only submit Materials to BPG, LLC for which you hold all intellectual property rights. In other words, if you submit a digital image to us, you must own all rights to such images or you must have the authorization of the person who does own those rights.** No purchase is necessary to enter.

Making a purchase will not increase your chances of winning. BPG's contests are void in Canada, Puerto Rico, and where prohibited by law. Employees, officers, and directors of BPG, their respective partners, agencies, related companies, and agents, as well as the immediate family (defined as parents, spouse, children, siblings, and grandparents), and same household members of such employee, officer, and director, are not eligible to enter. All applicable federal state, and local laws and regulations apply.

Definitions. As used in this Agreement,

(a) "**Affiliates**" means any entity controlled by, in control of, or under common control with BPG; (b) "**Materials**" means all content that you submit to BPG, including all photographs, illustrations, graphics and text, and; (c) "**Media**" means any means of conveying information, whether now known or hereafter devised;

Ownership. You hereby certify that you own all rights in any image or other file (the "Files") that you upload to this website or email to any email address owned by BPG. You agree to indemnify BPG and its officers and employees against any claims, damages or any other costs whatsoever related to any claim of copyright infringement related to the Files.

Use of the Files. You acknowledge and agree that BPG may use these images in internal and external marketing materials and on BPG's social media channels and partner media channels. BPG cannot guarantee that anyone who shares the Image or Video files will comply with BPG's terms. BPG accepts no responsibility for ensuring such compliance, and accepts no liability for any failure to comply.

Disclaimer of Liability. BPG accepts no liability whatsoever for any loss, expense, cost, or claim; or for any direct, indirect or consequential damages that may arise in connection with your submission to this website or your submission of Files.

License Grant for Materials. You hereby grant to BPG and its Affiliates a worldwide, nonexclusive, royalty-free, perpetual right and license to (a) reproduce, distribute, transmit, publicly perform and publicly display the Materials, in whole or in part, in any manner and Media, (b) modify, adapt, translate and create derivative works from the Materials, in whole or in part, in any manner and Media, and (c) sublicense the foregoing rights, in whole or in part, to any third party, with or without a fee.

License for Name, Trademarks and Likenesses. You hereby grant to BPG, its Affiliates and sublicensees a nonexclusive, worldwide, royalty-free license to use all trademarks, trade names, and the names and likenesses of any individuals that appear in the Materials. You grant BPG, its Affiliates and sublicensees the right to use the name that you submit in connection with the Materials.

Communications. BPG and its Affiliates may communicate with you in connection with the Service, electronically and in other Media, and you consent to such communications regardless of any "Customer Communication Preferences" (or similar preferences or requests) you may have indicated on the web sites of BPG or its Affiliates or by any other means.

Jurisdiction. This Agreement is subject to the laws of the State of California without giving effect to its conflict of laws principles. The courts of the State of California shall have exclusive jurisdiction over any disputes.

Changes to Agreement. We reserve the right to change any of the terms of this Agreement or any Specifications or Guidelines governing the Contest at any time in our sole discretion.

Contest Entry. The specific contest entry requirements will vary with each contest. All entries must be made in conformance with the relevant contest's requirements. Non-conforming entries will be rejected and ineligible for contest prizes. Any entrant using fraudulent means to participate and/or win the contest will be disqualified. Any attempt by an entrant to undermine the legitimate operation of the contest may be a violation of criminal and civil laws.

BPG reserves the right, in its sole discretion, to cancel, modify, terminate, or suspend a contest for any reason and without prior notice. In such cases, BPG may, as appropriate under the circumstances, select a contest winner via reasonable means consistent with the specific contest.

Contest Deadlines. Each contest has its own deadline. All entries must be submitted on or before midnight PST on the date set forth for each specific contest.

Winner Selection and Notification. The odds of winning vary from contest to contest. The winning entry or entries for a contest will be selected in compliance with the terms of the specific contest. BPG will contact contest winners by email to confirm a winning entry.

The potential contest winner will forfeit the prize if he/she (1) does not respond to the initial notification email or return any required information within 10 business days, (2) cannot be contacted at his/her listed email address, (3) rejects the prize or the prize is returned as undeliverable, or (4) is disqualified for any reason. In the event of prize forfeiture, an alternate winner will be selected.

Winners are solely responsible for all federal, state, and local taxes and all unspecified expenses or fees associated with prize acceptance, receipt, and use. Prizes may not be substituted or transferred by any contest winner and a winner may not receive cash redemption equal to the value of the prize in lieu of the prize. BPG reserves the right to substitute alternate prizes of equal or comparable value. Prizes are offered "as is" with no written, express, or implied warranty, including but not limited to, quality, condition, merchantability, or fitness for a particular purpose. BPG is not responsible for replacing prizes as a result of damage prior to, during, or after shipping or events beyond BPG's control. Winners must look to the manufacturer or service provider for any potential warranties or guarantees.

Publicity. Except where prohibited by law, entry in a contest and acceptance of a prize constitutes the entrant's consent to BPG's use of his/her name, likeness, voice, opinions, hometown, and state of residence and other indicia of persona for a contest, trade, or advertising purposes in any media without geographic or time limitation, and without additional payment or consideration.

Release. By entering a contest and, if applicable, receipt of any prize, each entrant and, as applicable, winner agrees to release and hold harmless BPG and its officers, directors, employees, and agents from and against any claim or cause of action arising out of participation in a contest or any contest-related activity, or from the receipt or use or misuse of any prize, including claims or causes of action related to alleged damage to an entrant's computer or electronic systems from downloading or using any material from BPG's website, regardless of whether the material is connected to BPG's website by a hyperlink text.

Disputes, Choice of Law, and Venue. Except where prohibited by law, entrants agree: (1) any and all disputes, claims, and causes of action arising out of or connected with a contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Los Angeles County, California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event will attorneys' fees be awarded; (3) no punitive, incidental, special, consequential, or other damages, including without limitation lost profits, may be awarded (collectively, "Special Damages"); and (4) entrants hereby waive all rights to claim Special Damages and all rights to have such damages multiplied

or increased. California law governs all of BPG' contests and all aspects related thereto, including the construction, validity, interpretation, and enforceability of these Official Rules. By entering a contest, entrants agree to submit to the personal and exclusive jurisdiction of the courts located in Los Angeles County, California.

Use of Collected Data. BPG will collect personal data about entrants for purposes of administering contests. By entering into a contest, entrants agree to BPG' collection and usage of their personal information. BPG does not, and will not, disclose entrants' personal information to non-affiliated third-parties.

Entire Agreement. This page contains the entire agreement relating to your uploading of the Files.