

“Friday Night Lights” Photo Booth Experience Contest

Official Rules – September 18, 2019

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. Must be 13 years of age or older. Void where prohibited. Please read Official Rules before entering.

1. Eligibility - Geographical, Age and Parental Consent Requirements: This Campaign is open only to Contestants who are 13 years of age or older as of the date of entry and an enrolled student or faculty member at any officially recognized public or private educational institute (middle school, high school or university/college) within 20 miles of U.S. zip code 91394. If a Contestant has not reached the age of majority in the jurisdiction in which they reside, they must obtain permission from their parent or legal guardian prior to entering a Contest. The Campaign is only open to legal residents of Los Angeles County, California and is void where prohibited by law. Employees of *Annd...Action!* Photo Booth (DBA *Annd...Action!* Promotions), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of *Annd...Action!* Promotions as final and binding as it relates to the content of this Contest Campaign.

3. Campaign Period: Entries will be accepted online starting September 18, 2019 and ending on September 25, 2019. All online entries must be received by 11:59PM PST September 25, 2019.

4. How to Enter: A “Friday Night Lights” graphical image will be distributed by *Annd...Action!* Photobooth (DBA *Annd...Action!* Promotions) on Facebook, Instagram and www.AnndActionPhoto.com. Contestants must identify a requested object (a commonly ‘recognized as’ National Football League (NFL)-style brown football), within

the image by circling, pointing, drawing a line towards or otherwise marking the graphical image to clearly identify the object (a commonly 'recognized as' National Football League (NFL)-style brown football) and submit their 1) modified version of the graphical image; along with 2) their first name, 3) the name of their educational institution and 4) their valid email address; via email, text or DM to annndactionpromotions@gmail.com or to (818) 900-5480 or on Facebook at www.facebook.com/annndactionphoto or Instagram at [@AnnndActionPhoto](https://www.instagram.com/AnnndActionPhoto); respectively. Entries may also be submitted via US Mail to *Annnd...Action! Promotions* PO Box 33374, Granada Hills, CA 91394. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of *Annnd...Action! Promotions*. You may enter only once. You must provide all the information as requested. You may not enter more times than indicated by using multiple email addresses, letters, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of *Annnd...Action! Promotions*.

5. Prizes: The Winner(s) of the Campaign (the "Winner") will receive a customary three-hour Photo Booth experience provided by *Annnd...Action! Photo Booth* for their middle school, high school or university event during the 2019-2020 school year. Photo printouts for the purpose of this Prize shall be presented as a 2" x 6" Filmstrip only and limited to a maximum quantity of 1,000 copies. Retail value is no more than \$400.00 USD. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by *Annnd...Action! Promotions*. No cash or other prize substitution shall be permitted except at *Annnd...Action! Promotions'* discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for *Annnd...Action! Promotions* to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be randomly selected by a Judge under the supervision of *Annnd...Action! Promotions* on September 26, 2019.

The Winner will be notified by email within five (5) days following selection of Winner. *Annd...Action!* Promotions shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time the award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT *ANNND...ACTION! PROMOTIONS'* SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7A. Acceptance by Minor: Should the Winner be under 18 years of age upon notification, it is the Winner's responsibility to have a parent or guardian accept prize on their behalf.

7B. It is the Winner's responsibility to ensure that all photo booth service requirements are met, such as available space for the booth, electricity, security concerns, per the *Annd...Action!* Photo Booth standard service agreement.

7C. It is the Winner's responsibility to coordinate with their school and school officials for acceptance of the day, date and time for the photo booth experience; and/or pass on the coordination of these details to an authorized faculty or other administrator of their school. *Annd...Action!* Promotions will not be responsible for any failure to activate the claimed prize due to lack of coordination on behalf of the winner. *Annd...Action!* Promotions will take every reasonable effort to assist in this process.

8. Conditions of Prize Acceptance and Activation: Prize Must be claimed within 10 days of notification to the Winner. Prize is valid for the remainder of the regular school year 2019-2020 and can be claimed for use on any day/date/time not previously booked by *Annd...Action!* Promotions, at a venue/location no more than 20 miles from zip code 91394. Prize must be activated before its expiration date on May 31, 2020. *Annd...Action!* Promotions will take every reasonable effort to accommodate winner's day/date/time request and reserves the right to provide an alternative prize option in the event of any day/date/time conflict (including formally extending the expiration date of the Prize into the following school year.)

8A. Payment of taxes and related expenses: The Winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which are not expressly included as part of the prize.

8B. Required documentation: Winners of prizes with a fair market value of \$600 or greater must execute and return an IRS Form W-9 and an affidavit of eligibility and liability release, as well as any additionally required forms, and must provide a photocopy of a legal document showing California residence and a photocopy of a legal document showing the winner's social security number within seven (7) calendar days after receiving such forms or the prize will be forfeited and an alternate winner will not be selected. Winners agree to accept the estimate of fair market value of the prize. Winners of prizes with a fair market value of less than \$600 may be requested to execute and return an affidavit of eligibility and liability release and provide a photocopy of a legal document showing California residence. Where such forms are requested, winners must execute and return such forms and documents within seven (7) calendar days after receiving the forms or the prize will be forfeited. We may require proof of each winner's own social security number before a prize can be sent to the winner.

9. Rights Granted by You: By entering this Contest (e.g., submitting photo, video, text, etc.), You understand and agree that *Annd...Action! Promotions*, anyone acting on behalf of *Annd...Action! Promotions*, and *Annd...Action! Promotions'* licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes; without any further compensation, notice, review, or consent. By entering this contest, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of *Annd...Action! Promotions* If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless *Annd...Action! Promotions*

from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which *Annnd...Action!* Promotions may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

10. Terms & Conditions: *Annnd...Action!* Promotions reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond *Annnd...Action!* Promotions's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, *Annnd...Action!* Promotions may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by *Annnd...Action!* Promotions. *Annnd...Action!* Promotions reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. *Annnd...Action!* Promotions has the right, in its sole discretion, to maintain the integrity of the Campaign, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, *Annnd...Action!* Promotions reserves the right to seek damages to the fullest extent permitted by law.

Standard SMS and MMS text messaging rates may apply. Contestant is responsible for any text/phone charges related to entry incurred by their carrier.

11. Limitation of Liability: By entering, You agree to release and hold harmless *Annnd...Action!* Promotions and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized

human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

12. *Annnd...Action!* Promotions has the sole discretion to terminate a contest at any given time or extend the dates of a contest. *Annnd...Action!* Promotions retains the right to amend these rules at any time for any reason.

13. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF USA AND STATE OF CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the County of Los Angeles, California having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

14. In the event the prize goes unclaimed by a designated winner, the prize becomes invalidated and no runner-up prize will be awarded.

15. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the *Annnd...Action!* Promotions website.

16. Sponsor: The Sponsor of the Campaign is *Annnd...Action!* Promotions.

17. The Campaign hosted by *Annnd...Action!* Promotions is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.

18. By participating in the Contest, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules & Regulations.