Vicrez Gallery Contest #1

Official Rules & Guideline

1. Eligibility:

The contest is open to legal residents of the of the United States, District of Columbia, and Canada who are 18 years of age or older at the time of entry. Employees, directors, officers, and agents of Vicrez, its parent companies, affiliates, subsidiaries, advertising and promotional agencies, and any other entities directly associated with this contest, as well as the immediate family members and members of the same household of such persons, are not eligible to participate.

2. Sponsor:

The contest is sponsored by Vicrez, 13257 Barton Cir, Whittier CA 90605.

3. Agreement to Official Rules:

By participating in the contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of the Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all respects.

4. Entry Period:

The contest begins on the first day of the month 5/1/2023 at 12:00 AM Pacific Time (PT) and ends on 6/30/2023 at 11:59 PM Pacific Time (PT) (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible.

5. How to Enter:

Follow the submission process outlined in the contest description. By submitting an entry, the entrant represents and warrants that the submitted photo is an original work of the entrant and does not infringe the copyright, trademark, privacy, publicity, or other intellectual property rights of any person or entity.

6. Intellectual Property Rights:

By participating in the contest, each entrant grants to the Sponsor a non-exclusive, worldwide, fully paid, royalty-free, perpetual, transferable license to use, reproduce, distribute, display, perform, create derivative works of, and otherwise exploit the submitted photo in any media formats and through any media channels in connection with the contest, Vicrez's marketing, promotional, and advertising activities, and for any other lawful purpose, without further notice, attribution, or compensation to the entrant, subject to applicable law.

7. Winner Selection:

The winners will be selected according to the process described in the contest description. In the event of a tie, the entrant with the highest score in the creativity category will be deemed the winner. If there is still a tie, the Sponsor will select the winner by random drawing from among the tied entrants.

8. Prizes:

The prizes for the contest are as follows:

- 1st Place: \$4,000 Vicrez Gift Card
- 2nd Place: \$2,000 Vicrez Gift Card
- 3rd Place: \$1,000 Vicrez Gift Card

The total approximate retail value of all prizes is \$7,000. Prizes are non-transferable, and no substitutions or cash redemptions are allowed, except by the Sponsor, who reserves the right to substitute a prize of equal or greater value if the advertised prize becomes unavailable. Winners are solely responsible for any taxes and any other expenses not specified in the prize description.

9. Winner Notification:

The potential winners will be notified by email or direct message on Instagram within 7 days after the end of the Entry Period. If a potential winner does not respond within 72 hours of the notification, the potential winner forfeits the prize, and an alternate winner may be selected.

10. General Conditions:

By participating, entrants agree to release, discharge, and hold harmless Vicrez and its respective parent companies, subsidiaries, affiliates, and advertising and promotion agencies, and their respective officers, directors, employees, and agents (collectively, the "Released Parties") from any claims, actions, injury, loss, or damage of any kind resulting from participating in this contest or from the acceptance, possession, use, or misuse of any prize awarded. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income, or profit; loss or damage to property; and claims of third parties. Participants agree that the Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the contest or the prize awarded.

11. Publicity:

Except where prohibited by law, participation in the contest constitutes the winner's consent to the Sponsor's use of the winner's name, likeness, photograph, voice, statements, and biographical information for advertising, publicity, and promotional purposes without further notice, consent, or compensation.

12. Privacy:

All personal information collected by the Sponsor will be used for the administration of the contest and in accordance with the Sponsor's privacy policy. Please refer to the Sponsor's privacy policy at f <u>https://www.vicrez.com/privacy-policy/</u> or more information on how personal information is collected, used, and disclosed.

13. Disputes:

Each entrant 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 Whittier, CA . All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the contest, shall be governed by, and construed in accordance with, the laws of [JURISDICTION], without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Whittier, CA.

14. Severability:

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

15. Winner List:

For the names of the winners, send a self-addressed, stamped envelope to: Vicrez Gallery Customer Showcase Winners, 13257 Barton Cir, Whittier CA 90605, within 60 days after the end of the Entry Period.