

1201 South Scott St, Suite 806
Arlington, VA 22204

www.marigoldevents.com
contest@marigoldevents.com



Marigold Events Contest: Terms and Conditions

1. **Eligibility:** Must be legal U.S. resident, 18 or over. DO NOT ATTEMPT TO PARTICIPATE IN CONTESTS IF YOU ARE NOT A LEGAL U.S. RESIDENT, 18 OR OVER. Employees, officers and directors of Marigold Events, any other entities involved in the contests (including prize suppliers) and their parent companies, affiliates, divisions, subsidiaries and agencies are ineligible. Void where prohibited.
2. **Conditions on Entry:** Full compliance with the entry procedure by the entry deadline is a prerequisite to the contest entry; Marigold Events' determination as to such compliance is final and binding in all respects. Proof of submission of entry does NOT constitute proof of entry. Receipt of "thank-you for entering" message (if provided by Marigold Events) only signifies that entry has been received and is NOT a representation of one's eligibility to participate in the Contests. LIMIT ONE (1) ENTRY PER PERSON OR E-MAIL ADDRESS PER CONTESTS. Any person who attempts to participate with multiple e-mail and/or street addresses, under multiple identities or uses any device or artifice to enter a contest multiple times will be disqualified. Entries must be manually key-stroked. Entries generated by script, macro, robotic, programmed or like means are prohibited and will be disqualified. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the owner of the e-mail address or social media account from which the entry is submitted as of date of entry, and Marigold Events' determinations in this regard are final and binding in all respects.
3. **Drawing:** After 7 (seven) days of entry deadline, winner(s) will be selected based on maximum likes on Facebook for the entry, from among all eligible entries received. By participating, entrants agree to these Official Rules and Marigold Events' decisions, which are final and binding in all respects. Winner(s) will be notified by e-mail.



4. **Prize Conditions:** Prizes are subject to availability and other restrictions. If prize is an autographed item or memorabilia, stated prize value represents RETAIL, not resale, value. If prize is equipment, color and options may vary from what is depicted in advertising material. If prize is a Gift Card, Gift Card is subject to terms/conditions of use as indicated thereon, which may include expiration date (where legal). Any unspecified expenses and any applicable taxes on prize are winner's sole responsibility. No prize substitution, except by Marigold Events, in its sole discretion, if advertised prize is unavailable for any reason and only then for prize of equal or greater value. No prize transfer. If the contests features more than one (1) available prize, prizes are limited to one (1) per person/e-mail address. Marigold Events is not responsible for the contest prize getting lost in mail or the exact date of delivery. Non-compliance with such requirement or if prize notification/prize is returned as undeliverable for any reason may result in prize forfeiture and an alternate winner being selected.

5. **Conditions of Participation:** The entrant cannot be a minor. Winner(s) may be required to sign a prize acceptance form and/or affidavit of eligibility/ release within a specified time period; and, only upon receipt of such properly completed and signed documentation (if required) will prize be shipped/sent to provided mailing address or e-mail address (as appropriate). Non-compliance with such requirement or if prize notification/prize is returned as undeliverable for any reason may result in prize forfeiture and an alternate winner being selected. Where legal, by accepting prize, winner agrees (and will confirm in writing upon Marigold Events' request) to the use of his/her name, photograph, likeness, voice, biographical information, image and other indicia of identity/persona for advertising/publicity/ trade purposes by Marigold Events and its designees without further compensation or notice. By participating, entrant releases and agrees to hold harmless Marigold Events, any other entities involved in contests, their respective parent companies, affiliates, divisions and subsidiaries, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations from

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any and all liability arising from participation in Contests, participation in any Contests-related activity or receipt, acceptance, possession, use/ misuse of prize. Marigold Events reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering (or attempting to tamper) with the entry process or the operation of the contests or any web site; to be acting in violation of the Official Rules or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The preceding in no way precludes Marigold Events from taking other actions against such individuals so as to protect its rights. Marigold Events' failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision.

6. **Limitations of Liability:** All times for purposes of Contests are Eastern Time. Marigold Events' computer is the official clock for Contests. Marigold Events assumes no responsibility for (a) any incomplete, incorrect or inaccurate information, whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contests or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site and/or entries; and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e- mail on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof, or for injury or damage to entrant's or to any person's computer (or any information/materials stored therein) related to or resulting from downloading materials from any web site or participating in Contests. Marigold Events and its agencies are also not responsible for finales, lost, illegible/garbled, incomplete, damaged, stolen or misdirected entries.

Force Majeure. If, for any reason, the Contests (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural

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cataclysm, riot, strike, civil commotion, terrorist act (or threat of same), governmental regulation, or any other causes beyond the control of Marigold Events which, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contests (or any part thereof), Marigold Events reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contests and conduct the Contests and select the prize winner(s) in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Marigold Events in its sole discretion.

- 7. Dispute Resolution/Governing Law:** Any and all disputes regarding the Contests, these General Terms & Conditions and/or the Specific Contest Facts shall be governed by the internal laws of the State of Virginia. Any action must be brought individually (NOT as part of a class action) in federal or state court in Arlington County, Virginia and, in any such action, a person is only entitled to recover actual costs involved in participating in Contests (if any), with all rights to attorney fees and any and all damages (including special, punitive, consequential damages) being expressly waived.