

## OFFICIAL RULES:

### Mountain Creek Riding Stables Photo Promotion

#### No Purchase Necessary. Purchase Will Not Improve Chances of Winning

1. **How To Enter:** The Promotion begins at 12:00:01 a.m. ET on November 10, 2018 and ends at 11:59:59 p.m. ET on Dec 31, 2018 ("Promotion Period"). To enter, visit Mountain Creek Riding Stables ("Website") and follow the online instructions to submit a digital and complete the entry process. Mountain Creek Riding Stables' (Sponsor's) computer will be the official time clock for the Promotion.
  2. **Eligibility:**
    - a. Open and offered only to legal residents the United Kingdom and legal residents of the 50 United States and the District of Columbia who have reached the age of majority in the state of his/her residence as of start date of Promotion. Entrant must have the legal right and ability to give broad permission for Mountain Creek Riding Stables to use the photo and/or must have secured, prior to entry, the written permission of any person other than entrant.
    - b. Winners will agree not to use the winning photo for any other promotion or commercial purpose.
    - c. Employees and directors of Mountain Creek Riding Stables ("Sponsor"), and its parent, subsidiaries and affiliated companies, advertising, promotion or production agencies, and their immediate family members or individuals residing in their same household, are not eligible to win the contest.
  3. **Winner Selection and Criteria:** At least one and up to 8 winning photographs, the final number in Sponsor's sole discretion, will be selected from among all eligible entries by a panel of judges selected by Mountain Creek Riding Stables and based on the criteria below. The decisions of the judges are final and binding in all matters relating to judging this Promotion. Mountain Creek Riding Stables will notify winners by email before 45 days after the end of the promotion period shown in Section 1 above. The chances of winning depend on the number of entries received and on the opinions of the judges panel regarding the suitability of photos for Mountain Creek Riding Stables and their meeting the following criteria:
    - a. Photo must be original, unpublished, and not copyrighted.
    - b. Photo must fit the size criteria listed at the point of entry.
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1. **General Rules:**
    - a. Sponsor and its agencies are not responsible for lost, late, damaged, delayed, incomplete, corrupted or misdirected entries, whether caused by electronic, network, software or computer failures and malfunctions of any kind or by human error. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client, insufficient space in user's e-mail account to receive e-mail, or for any other technical reason.

- b. Sponsor reserves the right in its sole discretion to cancel or terminate the Promotion (or any portion thereof) if fraud, misconduct or technical failures, including computer virus, bug, or other technical problems, destroy or threaten to destroy the integrity of the Promotion. Sponsor may elect, if feasible and in its sole discretion, to choose winners from among all eligible entries received prior to the time of such a forced termination.
- c. In the event a dispute arises regarding specific winner entitled to receive prize, entry will be deemed made by the "authorized e-mail account holder," which shall mean the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- d. Any damage made to the Website will also be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. Any attempt by an individual to damage any website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Sponsor reserves the right to seek damages from and to prosecute any such individual to the full extent of the law.
- e. By participating in this Promotion, entrant agrees to be bound by these Official Rules and by the decisions of the judges, which are final. Entrants must click to "accept" the terms of use listed at the point of entry, which will include very broad permission for Mountain Creek Riding Stables and its agents to post any entered photo on websites and to use it anywhere in any context, including advertising, without additional compensation. The terms of use are incorporated by reference and made part of these rules.
- f. Upon a finding on non-compliance with these Official Rules and requirements, or if prize/prize notification is returned as non-deliverable, or if a winner is found to be ineligible, such prize will be forfeited and may be awarded to an alternate winner selected by Sponsor's judges.
- g. The Promotion is subject to all applicable federal, state and local laws and regulations. It is void where prohibited by law. Winner is responsible for any tax due on winning amount.
- h. Entrants who participate in this Promotion hereby waive and release, and agree to hold harmless the Sponsors, its parents, subsidiaries, affiliates, distributors, licensors, advertising and promotion agencies and all of their respective officers, directors, employees and representatives and agents, from and against, any and all rights, claims and causes of action of any kind whatsoever that may arise from their participation in this promotion and/or their acceptance, possession, use or misuse of any good obtained with the prize gift card.

7. **Sponsor:** The Mountain Creek Riding Stables Company, 6190 Paradise Valley Rd, Cresco, PA 18326

### **RELEASE AND LICENSE**

In consideration of entering my photo in the Mountain Creek Riding Stables Photo Contest, I hereby grant to Mountain Creek Riding Stables, its employees, agents, licensees and personnel who are acting on its behalf ("Mountain Creek Riding Stables"), the absolute and irrevocable right and permission throughout the world and in perpetuity, with respect to the attached digital photograph, me and/or others (if applicable), as well as my image, likeness, name, testimonials, statements, if any, or other related items (the "Authorized Material"):

- a. To use, re-use, publish, re-publish, post on a website, transmit, modify and edit the Authorized Material, in whole or in part, severally or in conjunction with other materials, in any medium now or hereafter known, for commercial, promotional and educational purposes and for any other

purpose whatsoever, including without limitation, publicity, marketing, advertising, fundraising and/or trade, and

- b. To claim and register copyrights in any materials created by Mountain Creek Riding Stables based on, derived from or incorporating all or part of any of the Authorized Material in Mountain Creek Riding Stables's own name or any other name that it may choose.