MAGGIE SOTTERO MAGGIE MADNESS 17 INSTAGRAM SWEEPSTAKES (“SWEEPSTAKES”)
Official Rules (“Rules”)

# Entry Conditions.

This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Links and pins to other sites do not constitute an endorsement of those products or sites. By entering the Sweepstakes, you agree to comply with these Rules and Instagram’s Terms of Service.

No Purchase Necessary. Sweepstakes is open to female legal residents of the 50 United States, plus Washington, DC, 18 years of age or older. Employees, immediate family members, and household members of Sponsor, Administrator, Co-Promoters, and its and their subsidiaries, affiliated companies, advertising and promotion agencies and anyone else involved in the production, development or handling of this Sweepstakes are not eligible. “Immediate family members” shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. “Household members” shall mean those people who share the same residence at least three months out of the year. Void where prohibited. Subject to all applicable laws. Limit one entry per person.

# Sponsor Parties.

Maggie Sottero Designs, LLC is the “Sponsor” of the Sweepstakes.

# Entry Period.

The Sweepstakes begins Monday, March 13, 2017, 12:00 PM MST and ends Friday, March 31, 2017, 11:59 PM MST (the “Sweepstakes Period”).

# How to Enter.

## Follow Maggie Sottero Designs on Instagram.

## Tag your bridesmaids in the comments of the original Sweepstakes announcement post on Maggie Sottero Designs’ Instagram account.

## Post an image on your personal Instagram account, including yourself and your bridesmaids. Post must include the hashtag #MaggieMadness17.

## Personal Instagram accounts must be public from Monday, March 13, 2017, to Monday, April 3, 2017, in order for entries to be eligible.

# Prizes.

## **One (1) Prize:** The “Prize” consists of one Maggie Sottero gown (“Gown”) of the Entrant’s choice up to a maximum retail value of $2500.

# Judging / Winner Selection / WINNER NOTIFICATION.

## **Winner**: A total of one (1) Prize Winner will be selected by a random drawing that will take place on or about April 3, 2017. Chances of winning depend on the number of eligible Submissions received. YOU DO NOT NEED TO BE PRESENT AT THE DRAWING TO WIN.

## **Winner Notification**: The PrizeWinner will be notified by email on or about April 3, 2017. The Winner will be required to complete, execute and return WITHIN THREE (3) BUSINESS DAYS a notarized Affidavit confirming the Winner’s identification and eligibility, a Liability Release, and a Publicity/Advertising Release unless prohibited by law. If any documents are not returned when requested, or if any Prize notification is returned as non-deliverable or any potential Winner is found to be ineligible or not in compliance with these Rules, disqualification and selection of an alternate Winner may result. Prize redemption instructions will be provided in the Prize package.

# Additional CONDITIONS.

## **Submissions**.

* + - Each Submission must not infringe upon third-party trademark, copyright, publicity or other rights; must not be obscene or indecent, including but not limited to nudity, pornography or profanity; must not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, gender, religion, sexual orientation, or socioeconomic group); must not include threats to any person, place, business, or group; must not invade privacy or other rights of any person, firm, or entity; and must not in any other way violate applicable laws or regulations.
		- Any elements appearing in your Submission including without limitation, all images, must: be used with permission; be in the public domain; or be your original work.
		- Each Submission must not have been published previously in any other medium.
		- By entering, you irrevocably grant to the Sponsor Parties the unconditional and perpetual right and permission to, reproduce, encode, store, copy, transmit, publish, post on the Internet, broadcast, display, publicly perform, adapt, modify, exhibit and or otherwise use or reuse (without limitation as to when or to the number of times used), your Submission(s), including but not limited to any images therein, as well as any other materials or information submitted by you and arising out of your participation in this Sweepstakes (with or without using your name) (collectively the ”Additional Materials”) in any media throughout the world for any purpose, without limitation and without additional review, compensation, or approval from you or any other party.
		- By entering, you agree to confirm any of the above in writing.

## **Prizes**.

* + - Gown must be ordered through a Maggie Sottero Designs™ authorized retailer no later than May 31, 2017, and the selection and delivery date of the Gown to the Winner is subject to availability.
		- Gown alterations, items not sold together with the Gown, shipping, handling, sales tax, and/or rush fees are the Winner’s responsibility and are not included in the Prize.
		- The Prize will be forfeited if: (a) the Winner is not available to order Gown between the dates specified by Sponsor.
		- The Prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor in the event the Prize cannot be awarded for any reason, in which case Sponsor may elect to provide a substitute Prize, or award a cash equivalent of the Prize, not to exceed the ARV of the Prize. Prize is subject to change due to circumstances beyond Sponsor’s control. The Winner is solely responsible for reporting and payment of all federal, state, and local taxes and fees associated with the receipt of Prize and may receive an IRS Form 1099 for the ARV of the Prize.
		- Acceptance of a Prize will constitute permission to use Winner’s name, hometown, likeness, photograph, Submission (to the extent owned by Winner), statements or Prize information for advertising and publicity purposes worldwide without limitation and without additional compensation, except where prohibited.
		- Instructions for how to redeem the Prize will be provided to Prize Winner in the Prize package materials.

## **Sweepstakes**.

* + - By participating in the Sweepstakes, you agree to all of the terms and conditions of the privacy policies of the Sponsor located at: <https://www.maggiesottero.com/download/Maggie_Sottero_Designs_Privacy_Policy.pdf>.
		- If for any reason the Sweepstakes is not capable of running as planned, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tampers with the entry process, and /or to cancel, terminate, modify, or suspend the Sweepstakes.
		- By entering the Sweepstakes, you (i) acknowledge you are in compliance with these Rules including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor which shall be final and binding in all matters relating to this Sweepstakes. Entrants who have not complied with these Rules are subject to disqualification and their Entries will be void.
		- Sponsor reserves the right to: (i) revise these Rules at any time, with or without notice; or (ii) cancel or modify all or any portion of the Sweepstakes, if fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Prize from among the eligible Submissions received up to the time of the impairment.
		- All Entries become the exclusive property of Sponsor and will not be acknowledged or returned. Proof of sending or Submission will not be deemed to be proof of receipt by Sponsor. Sponsor will not be responsible for incomplete, lost, late, invalid, misdirected, stolen or ineligible Entries, or for any error, omission, interruption, defect or lost/delayed Submission or any other technical or mechanical malfunction, failures or malfunctions of phones, phone lines, or telephone systems; interrupted or unavailable cable or satellite systems; errors in these Rules, in any Sweepstakes-related advertisements or other materials, failures in electronic equipment, computer hardware or software; or inaccurate entry information, whether caused by equipment, programming used in this Sweepstakes, human processing error, or otherwise which may disqualify an Entrant or Winner.

# Limitations of Liability and Release.

## No responsibility is assumed for lost, late, stolen or misdirected Entries or any failure or unavailability of hardware, software, electronic communications or Internet uploading or other connections. Submissions are void if incomplete, garbled, or if they contain errors or do not comply strictly with all requirements in these Rules. No liability or responsibility is assumed by the Sponsor Parties, its or their parent companies, subsidiaries and affiliates and their advertising, promotion, and fulfillment agencies and anyone involved in the production, development or implementation of this Sweepstakes, along with all of their respective employees, officer, directors and members, and Pinterest (the “Released Parties”) resulting from any person’s participation in or attempt to participate in the Sweepstakes or ability or inability to upload or download any information in connection with participating in the Sweepstakes. No responsibility or liability is assumed by the Released Parties for technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Sweepstakes: hardware or software errors, faulty computer, telephone, cable, satellite network, electronic, wireless or Internet connectivity or other communication problems; errors or limitations of any Internet service providers, servers, hosts or providers, garbled, jumbled or faulty data transmissions; failure of any transmissions to be sent or received, lost, late, delayed or intercepted transmissions; congestion on the Internet or any website; inaccessibility of any website in whole or in part for any reason; unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms or destruction of any aspect of the Sweepstakes or loss, miscount, misdirection, inaccessibility or unavailability of any account used in connection with the Sweepstakes.

## The Released Parties are not responsible for any typographical errors in the announcement of Prizes or in these Rules, or any inaccurate or incorrect data contained on any advertising or website. Use of the Pinterest website is at the user’s own risk. The Released Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained by users or any other person’s computer equipment resulting from participating in the Sweepstakes, use of any website or the download of software or any information from any website. By participating in the Sweepstakes, you agree to release and indemnify the Released Parties from responsibility for any and all claims, damages or liabilities, injury, loss or damage of any kind to or of any person or property (including death of any person), arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a Prize, participation in any Sweepstakes related activity, or your participation in the Sweepstakes.

## BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, ACTIONS, LOSSES, EXPENSES, DAMAGES OR OTHER LIABILITIES, INCLUDING ATTORNEYS’ FEES (COLLECTIVELY, “DAMAGES”) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES AND/OR RECEIPT OR USE OF ANY PRIZES.

## As a condition of entering, you agree that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential, or any other damages from the Released Parties, and in no event will you be entitled to receive attorneys' fees or court costs.

## Under no circumstances shall Winner disparage or create any negative inference as to the reputation, prestige, value, image or impression of any of the Released Parties.

# DISPUTES.

## By entering the Sweepstakes, you agree that any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or the Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by binding arbitration administrated by JAMS, under JAMS rules, in Salt Lake City, Utah.

## All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligation of any party in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Utah without giving effect to any choice of law or conflict of law rules (whether of the State of Utah or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Utah.

## Sponsor’s failure to enforce any term of these Rules shall not constitute a waiver of that provision. The invalidity of unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision.

# Prize Winners List.

For the names of Winners, mail a self-addressed, stamped envelope to: Maggie Sottero Designs, LLC, Attn; Maggie Madness 17 Instagram Sweepstakes, 2300 South 1070 West, Salt Lake City, UT 84119. All such requests must be received by April 31, 2017. Please allow up to 10 business days for Sponsor to process your request.