## **Contest Terms & Conditions**

- 1. ELIGIBILITY: Win a Stay (the "Contest") is open only to legal residents of the fifty (50) United States, the District of Columbia or Canada who are eighteen (18) years of age or older. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.
- 1. AGREEMENT TO OFFICIAL RULES: Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 1. ENTRY PERIOD: The contest will begin on April 2, 2019 and will end on the last day of April. Winner(s) will be selected after the contest closes.
- 1. ENTRANT'S WARRANTIES AND REPRESENTATIONS: By submitting an Entry, each entrant warrants and represents that the Entry (a) is original to the entrant, (b) does not infringe the intellectual property, privacy, publicity, or any other rights of any third party, (c) does not violate any law or regulation.
- 1. CRAFT AXE THROWING RIGHT TO REPOST: Craft Axe Throwing reserves the right to repost the photo with for this competition onto the company Instagram. Craft Axe Throwing will make sure to credit your photo in the caption.
- 1. SPONSOR'S RIGHTS TO ENTRIES: By submitting an Entry, you agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Sponsor on the grounds that any use of the Entry infringes any of the entrant's rights as creator of the Entry, including without limitation, copyrights, trademark rights, and moral rights.
- 1. SELECTION OF WINNER: On the first day after the contest ends(April 2- 30), all Entries will be totaled and the top 3 posts with the most engagement will be chosen. Craft Axe Throwing will attempt to notify the winner within ten (10) days of selection.
- 1. PRIZE: The prize for winning the Instagram competition will be a \$100 gift card to Craft Axe Throwing.
- 1. PRIVACY AND PUBLICITY: Except where prohibited, participation in the Contest constitutes an entrant's consent to the Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
- 1. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an entrant from submitting an entry; (b) unauthorized human intervention in the Contest; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (f) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's

- participation in the Contest or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering, if any, and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 1. DISPUTES: Except where prohibited, 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 the State of Michigan. 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 the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.