

## Commellini Estate 2020 DriveThru Easter Egg Hunt Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Campaign is open only to those who attend the DriveThru Easter Egg Hunt at Commellini Estate. The Campaign is only open to legal residents of Washington and Idaho, and is void where prohibited by law. Employees of Commellini Estate, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Commellini Estate as final and binding as it relates to the content of this Campaign.
3. **Campaign Period:** Entries will be accepted via Instagram and Facebook starting on Thursday April 9, 2020 at 11:00AM and ending Saturday April 11, 2020 at 3:00 PM. All Instagram and Facebook entries must be received by Monday April 13, at 12:00 PM.
4. **How to Enter:** The Campaign must be entered by submitting posting a photo to Instagram or Facebook and tagging @CommelliniEstate. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Commellini Estate. You may enter only once per person. You must provide the information requested. You may not enter more times than indicated by using multiple identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Commellini Estate.
5. **Prizes:** The Winner(s) of the Campaign (the “Winner”) will receive **[list prizes and approximate retail value]**. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Commellini Estate. No cash or other prize substitution shall be permitted except at Commellini Estate’s discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Commellini Estate to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
6. **Odds:** The odds of winning depend on the number of eligible entries received.
7. **Winner Selection and Notification:** Winner will be selected by the closest to the actual egg count. If there are multiple guessers who get the exact egg count, the winner will be determined by a random drawing under the supervision of Commellini Estate. Winner will be notified by Instagram or Facebook within five (5) days following selection of Winner. Commellini Estate shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within [7 days] from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT COMMELLINI ESTATE’S SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

8. **Rights Granted by You:** By entering this content photo, You understand and agree that Commellini Estate, anyone acting on behalf of Commellini Estate and Commellini Estate's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. **Optional verbiage for Contests:** By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Commellini Estate. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Commellini Estate from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Commellini Estate may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
9. **Terms & Conditions:** Commellini Estate reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Commellini Estate's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Commellini Estate may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Commellini Estate. Commellini Estate reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Commellini Estate has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Commellini Estate reserves the right to seek damages to the fullest extent permitted by law.
10. **Limitation of Liability:** By entering, You agree to release and hold harmless Commellini Estate and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
11. **Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND WASHINGTON, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Washington State, having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and

hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Commellini Estate website. To read the Privacy Policy, <https://commellini.com/privacy-policy/> click here. Note: a privacy policy is optional, but may be required when running a promotion on the web when using third party platforms or when using features from social channels. Including this information makes it clear to your users how you are going to use their information.
13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Commellini Estate, 14715 N. Dartford Dr. Spokane WA, 99208, USA. Requests must be received no later than April 13, 2020.
14. Sponsor: The Sponsor of the Campaign is Commellini Estate, 14715 N. Dartford Dr. Spokane WA, 99208, USA.
15. Facebook: If you use Facebook to communicate or administer a contest or sweepstakes, include the following: The Campaign hosted by Commellini Estate is in no way sponsored, endorsed, administered by, or associated with Facebook.