

D MAGAZINE'S CUTEST PETS CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. BE SURE TO CAREFULLY READ THESE OFFICIAL RULES AS BY ENTERING YOU WILL BE BOUND BY THEM.

1. ELIGIBILITY: The D Magazine's Cutest Pets Contest (the "**Contest**") is open to legal residents of the Texas, that are at least 18 years of age or older (each, an "**Entrant**"). Contest is void for individuals who are also (i) an employee of Sponsor or Sponsor's affiliates and their respective advertising or promotional agencies; and/or (ii) a member of the immediate family or household of any of the above persons, where an "immediate family" means spouse, life partner, father, mother, brother, sister, son or daughter. Sponsor reserves the right to determine and verify, in its sole judgment, entrant eligibility, and to disqualify any Entry if it finds, in its sole discretion, that any of the representations, warranties, or requirements set in these Official Rules have been breached or have not been met. The Contest is subject to all applicable state and federal laws and regulations. Persons participating in the Contest agree that participation constitutes Contestant's full and unconditional agreement to these Official Rules, which are final and binding in all matters related to the Contest. Eligibility for a prize award is contingent upon fulfilling all requirements set forth in these Official Rules. Contestants must be individuals. Void where prohibited or otherwise restricted by law.

2. CONTEST PERIOD; DEADLINE FOR ENTRIES: The Contest begins on May 11, 2020 at 12:01am Central Time ("**CT**") and ends on May 20, 2020 at 11:59pm CT ("**Contest Period**"). If Sponsor receives 1,000 Entries before the end of the Contest Period, however, Sponsor will stop accepting Entries. Sponsor reserves the right not to post any Entries that do not meet the requirements of these Official Rules. Sponsor's timekeeping device will govern this Contest.

3. TO ENTER: During the Contest Period, Entrants can enter the Contest by submitting one of the first 1,000 Entries and by: 1) going to Sponsor's microsite at www.dmagazine.com/cutestpets (the "**Website**"); 2) entering their first and last name, the name of the pet whose photo Entrant will upload and submit for the Contest, background and general information about the pet (for judging purposes), the city in Texas where the entered pet and their human Entrant reside; and their email address; 3) uploading a photo of one pet belonging to Entrant that meets the Photo Requirements, as outlined and defined in Section 5 below ("**Pet Photo**"); 4) choosing an option that indicates whether or not Entrant elects to purchase a customized D Magazine cover with their Pet Photo and a 1-year standard D Magazine subscription for \$34.95, and related shipping address and payment information, if applicable; 5) and checking the box that indicates that Entrant agrees to these Official Rules. Blank, incomplete, nor "not applicable"-type responses on the entry form may result in an Entry's disqualification.

4. LIMIT: Limit one Entry per Entrant. Limit one pet per Entry.

5. ENTRIES: By submitting an Entry in the Contest, Entrant hereby warrants and represents that their Entry conforms to the requirements set forth in this Section 5 ("**Requirements**"). All Entries must be in the file formats and cannot exceed the size or resolution specified in the Requirements, and therefore in these Official Rules.

Entries:

- Must contain the image of only one pet belonging to Entrant;
- May not include the image of any individuals who is not Entrant;
- Must contain a Pet Photo that:

- Is in JPEG or PNG format in a file that is no greater than 10 Megabites.
- Is sharp and in focus;
- cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- cannot be obscene or offensive, endorse any form of hate or hate group;
- cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
- other than Sponsor trademark and brand, cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind including, but not limited to clothing with visible brand names or logos, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies, or other media) without permission (if a minor is featured in the Entry, permission must be obtained from the person's parent/legal guardian);
- cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- cannot depict, and cannot itself, be in violation of any law; and
- any other content that is or could be considered inappropriate, unsuitable, or offensive, as determined by Sponsor in its sole discretion.

Prior to the awarding of any prize, Entrant must be able to submit proof any required permissions, including releases from all individuals depicted in any Entry, in a form acceptable to Sponsor. Sponsor reserves the right to waive the Contest submission requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Contest Period, to request that any Entrant resubmit his or her Entry which fails to comply with the Contest Requirements prior to any judging period.

By submitting an Entry, Entrant agrees that their submission is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to Entrant. Entrant acknowledges that, by acceptance of Entrant's Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

By submitting an Entry, Entrant warrants and represents that it: (a) is Entrant's original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, (e) that Entrant has obtained permission from a person whose name or likeness is used in the Pet Photo, (f) and that publication of the Entry, including the Pet Photo, via various media including Web posting and

print publication, will not infringe on the rights of any third party rights. Any such Entrant will indemnify and hold harmless Sponsor from any claims to the contrary. Any Entrant whose Submission includes likenesses of third parties or contains elements not owned by the Entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant as a potential Winner.

BY SUBMITTING AN ENTRY, POTENTIAL ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, ACROSS ANY OR ALL OF SPONSOR'S SOCIAL MEDIA ASSETS, PRINT PUBLICATIONS, AND ANY OTHER MEDIA, FOR PUBLICITY, COMMERCIAL OR ANY OTHER REASON, IN SPONSOR'S DISCRETION. Submitting an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, non-exclusive license and right to publish, use, the Entry in any way, in any and all media, without limitation, and without consideration to the entrant. By submitting an Entry, the entrant consents to the Sponsor and its agents doing (or omitting to do) any acts which may otherwise constitute an infringement of the entrant's moral rights.

6. ROUND 1 – VOTING: On the earlier of Sponsor's receipt of 1,000 Entries (whether or not such Entries meet the Requirements or the terms and conditions of these Official Rules) or the end of the Contest Period, Sponsor will stop accepting Entries and will review Entries and Pet Photos. Sponsor will then post eligible Pet Photos and corresponding Entry information to Sponsor's website at www.dmagazine.com/cutestpets ("**Voting Website**") for the public to vote for their favorite or the cutest Pet Photo. Pet Photos will not be posted in any particular order.

In connection with each Pet Photo, Sponsor will include a voting mechanism (such as a checkbox or vote button) on the Voting Website and a link to each Pet Photo which may be shared with others who may wish to vote for that Pet Photo.

Voting will open on May 25, 2020 from 12:01 am CT and end on to June 15, 2020 to 11:59 CT ("**Voting Period**"). Any individual may vote as many times as they would like for any Pet Photo they choose. There are no limits on the number of votes an individual may cast. No bots or automated votes may be used for voting and Sponsor reserves the right to disqualify any Pet Photo and its related Entry that receives votes from such methods. In order to be an eligible vote, a vote must be cast by a human individual using the voting mechanism on the Voting Website.

At the end of the Voting Period, the Pet Photo with the largest number of eligible votes ("**Vote Winner**") will be eligible to tie for first place with the Judged Winner, as defined below.

The Pet Photos that received the first through twentieth largest number of eligible votes ("**Judging Eligible Entries**") will move on to Round 2—Judging, as described in Section 7 below.

7. ROUND 2 – JUDGING: All Judging Eligible Entries, including the Pet Photo and related Entry information, will be judged on based on the following judging criteria ("**Judging Criteria**") to determine the potential first place co-winner:

- Level of "cuteness" of the pet in the Pet Photo, that is, the attractiveness of the pet in a pretty or endearing way (1 to 10 points);
- Quality of Pet Photo (1 to 10 points);
- Articulate/logical background information of pet in the Entry (1 to 10 points).

The Judging Eligible Entries with the highest total score amongst all judging criteria ("**Judged Winner**") will be deemed the potential first place co-winner (along with the Vote Winner). The awarding of each

prize and the determination of each winner is subject to verification and the additional requirements of these Official Rules.

The judging of Entries will be conducted under the supervision of representatives of Sponsor whose decisions are final and binding in all respects relating to the selection of the prize winners. In the event of a tie for any level winner, the tied Entries will be re-judged by an additional judge from Sponsor who will serve as a tie-breaker using the same criteria as outlined herein.

8. PRIZES: Two (2) first place prizes will be awarded, one to the eligible Vote Winner and the other to the eligible Judged Winner. Each first-place prize consists of the following:

- **A professional photo shoot with a *D Magazine* photographer.**
- **A featured photo in the September issue of *D Magazine*.**
- **An Instagram post on *D Magazine's* Instagram**
- . Approximate retail value (“ARV”) of the prize is \$14,030.

The total ARV of the prizes is \$28,060 No substitution or cash alternative will be provided for prizes unless at the sole discretion of the Sponsor. Sponsor will not replace a lost, mutilated or stolen prize. Sponsor reserves the right to substitute as prize with a prize of comparable or greater value if the prize should become unavailable for any reason. Prize is not transferable prior to award. Each prize consists only of the items specifically listed as part of the prize description above. No more than the number of prizes stated within these Official Rules will be awarded.

ALL PRIZES ARE AWARDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

9. PRIZE NOTIFICATION AND CLAIM: Potential prize winners will be notified by e-mail on or after June 17, 2020. Sponsor is not responsible for any change in an Entrant’s email address. Unclaimed prizes may not be awarded. If a potential prize winner notification or prize is returned as undeliverable, a potential prize winner is ineligible, or a potential prize winner declines the prize, the prize may be awarded to the next highest scoring Entry in the Round 2 Judging round (regardless of which prize, whether for the Voting Winner or the Judged Winner, is not awarded), in Sponsor’s sole discretion and if time permits. Sponsor’s decisions on all matters relating to this Contest are final and binding in all respects pertaining to this Contest. Winners are subject to verification, including verification of age. Winners may also be required to complete, sign and return an Affidavit/Declaration of Eligibility/Liability Release, which may include or be in addition to an agreement assigning or transferring all rights in and to the winning Entry to Sponsor or its designee and, where lawful, a Publicity Release within five (5) days of attempted notification or prize may be forfeited. If required, Sponsor will issue an IRS Form 1099 for any prize with an ARV of \$600 or greater and each winner must furnish any requested information needed for such tax reporting. If a potential winner is deemed to be ineligible or unresponsive or forfeits the prize, Sponsor may choose up to one alternative winner in their stead.

10. GRANT/TRANSFER OF RIGHTS; PUBLICITY: By submitting an Entry, Entrant acknowledges and agrees that the submission of an Entry grants irrevocably and assigns to Sponsor and its agents the exclusive irrevocable, perpetual, worldwide right, title, and interest, in and to the Entry (including, without limitation, the Pet Photo), whereby Sponsor and its agents may reproduce, publish, edit, revise, market, store, adapt, assign, sell, dispose of, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit have transmitted, create derivative works based upon, and promote the Entry or parts of the Entry (as such may be edited and modified by Sponsor in its discretion) in perpetuity, for editorial, commercial, promotional, and all other purposes (including posting on Sponsor-affiliated websites, and/or other Sponsor-selected media and channels). Entrant hereby

disclaims any rights, including any copyright or any other intellectual property right, in or to the Entry following the assignment contemplated hereby. Further, to the extent Entrant may have moral rights in the Entry submitted, he/she hereby waives all such moral rights in favor of Sponsor.

11. LIMITATION OF LIABILITY AND LIABILITY RELEASE: by entering the Contest, Entrant agrees to release, indemnify, and hold harmless, and does hereby fully release, indemnify, and hold harmless, Sponsor, and its parents, subsidiaries, affiliates, agents, advertising and promotions agencies, partners, representatives, successors, assigns, Contest judges, and the employees, officers and directors and members of each of them or others working on their behalf and any publishers, or other interested media (together "Releasees"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever related in any way to the contest, including, without limitation: (i) property damage, including, but not limited to, Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest; (ii) personal injury and/or death which may occur in connection with, preparation for, or participation in the Contest (whether to human or pet); (iii) technical failure of any kind, including, but not limited to, the malfunctioning of any website or email address related to the contest, or any computer, cable, network, hardware or software; (iv) the unavailability or inaccessibility of any transmissions or telephone or internet service; (v) possession, acceptance and/or use, misuse, non-use and/or delivery of the prize; (vi) claims based on publicity rights, discrimination, violation of civil rights, defamation or invasion of privacy and intellectual property rights; (vii) the ability or inability to submit, upload, or download any information in connection with participating in the Contest; (viii) technical problems or technical malfunctions which may affect the operation of the Contest; (ix) any decisions of the Contest judges or selection of the winners; (x) any disqualification of Entrant; and (xi) Contest cancellation or non-award of any prize.

12. GENERAL CONDITIONS: All interpretations of these Official Rules shall be made by Sponsor or its designated judges, whose decisions and interpretations shall be final and binding. By entering, Entrant agrees to abide by and be bound by these Official Rules.

If for any reason the Contest is not capable of running as planned, including, without limitation, infection by computer virus, bugs, bots, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process, the voting process, the judging process, or the operation of the Contest or any Sponsor or Contest-related email address or website; (b) violating the Official Rules; (c) violating the conditions of use and/or applicable general rules or guidelines for any third party platform used in connection with the Contest; (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; (e) engaging in fraud, dishonesty or illegal activity; (f) attempting to deliberately damage or corrupt or otherwise attempting to undermine the legitimate operation of the Contest, and/or Sponsor's business operations, including, without limitation, by cheating, hacking, deception, and/or other unfair practices, including, but not limited to, using automated entry or voting programs and/or devices; (g) colluding to alter the results of the Contest; and/or (h) giving false or misleading information to Sponsor. **LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS APPLICATION OR INTERFERE WITH THE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

13. DISPUTES: As a condition of participating, Entrants agree, to the extent permitted by law: (a) to release Releasees from any and all liability, loss or damage incurred with respect to the participation in the Contest, the Entry (and any rights Sponsor and its agents may hereafter have in and to the Entry) and/or the awarding, receipt, possession, and/or use or misuse of any prize, (b) that **under no circumstances will Entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses;** (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Texas. By entering, Entrants consent to the exclusive jurisdiction and venue of the federal, state and local courts located in Dallas County, Texas, and agree that any legal proceedings arising out of or relating to this Contest or relating to these Official Rules will be instituted only in the federal or state courts located in the State of Texas, County of Dallas, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules

14. WINNERS' NAME AND RULES REQUESTS: For the name of the winners or a copy of these Official Rules, send an email to contests@dmagazine.com with a subject line of "D Magazine Cutest Pets Contest" and include your specific request in the body of your email.

15. SPONSOR: GP TM Acquisition LLC d/b/a D Magazine ("**Sponsor**"), 750 North Saint Paul Street, Dallas, Texas 75201. Sponsor also acts as the administrator of this Contest.