

## **Cricut Joy Kit Nominations Terms**

**Wednesday, February 12 8:00 AM MDT – Thursday, February 20, 2020 at 4:00 PM MDT**

### **CRICUT JOY KIT NOMINATIONS**

**“CRICUT JOY KIT NOMINATIONS” Official Rules (no purchase necessary). Sponsored by CRICUT, Inc 10855 S. Riverfront Pkwy, Suite 400, South Jordan, UT 84095, USA. In order to qualify for the “CRICUT JOY KIT NOMINATIONS” promotion - entries must be received by 4:00 PM MDT February 20, 2020.**

**NO PURCHASE NECESSARY.** “CRICUT JOY KIT NOMINATIONS” (“Promotion”) begins **Wednesday, February 12– Thursday, February 20, 2020 at 4:00 PM MDT** (the “Promotion Period”). The Promotion is sponsored by Cricut, Inc., 10855 S. River Front Pkwy, South Jordan, UT 84095 (“Sponsor”). All federal, state, and local laws apply. Void where prohibited.

**Eligibility:** The Promotion is an entry-based contest open to those who are eighteen (18) years of age or older. Contest entry requires access to the internet and one of two social media platforms (i.e., Facebook and/or Instagram), where separate terms and conditions to those platforms may apply. Employees of Sponsor or any of its subsidiaries, affiliates, sales representatives, distributors, advertising and promotion agencies, members of each of their immediate families (spouses, parents, grandparents, children and siblings, and their respective spouses) and those living in the same household of each are not eligible to participate in the Promotion. In order to be eligible, both nominator and nominee Winners must be legal residents of a jurisdiction not subject to embargo or other trade restriction by any government regulatory agency having jurisdiction, including without limitation the Office of Foreign Assets Control of the U.S. Department of Treasury.

#### **TO ENTER:**

Enter the “CRICUT JOY KIT NOMINATIONS” promotion by submitting a public social media post sharing a compelling story about how their friend will benefit from having a Cricut Joy machine. All submissions will be considered for the prize of one of up to 200 Cricut Joy™ kits being given away (which includes a Cricut Joy machine and limited materials).

**Wednesday, February 12– Thursday, February 20, 2020 at 4:00 PM MDT** – Entries shall be submitted through an online form. More information at [www.cricut.com/spread-joy](http://www.cricut.com/spread-joy).

The confirmed winner will be contacted via email, so long as they have responded to the notification that they have won, and have met all requirements for confirmation. (The winner will be notified by email – process detailed below) The winner who have not responded and met

confirmation requirements within 48 hours of notification will be void, and a new winner will be selected and notified within 48 hours of the original confirmation period's close. In the event of such re-selection, the originally selected winner will not be entitled to a prize pack, and the re-selection winner will have a period of 48 hours from the time of notification to respond and confirm.

**\*WINNER CONFIRMATION REQUIREMENTS:**

In order to “Confirm” winnings for you and your friend, the selected nominator must obtain confirmation from their friend within 48 hours to the notification email with all of the following:

- E-mail (used for shipping purchases only)
- Address (used for shipping purchases only)
- Phone Number (used for shipping confirmation purposes)

Use of any robotic, automatic, programmed or similar entry method can result in disqualification. Entries that violate any of these requirements, or are deemed not to meet any other entry requirements, or are not suitable for public viewing for any other reason, may be deemed ineligible for purposes of the Promotion and may be void at the Sponsor's sole discretion. Sponsor reserves the right to determine in their sole discretion which entries have satisfied the entry requirements. Entries must be submitted in accordance with these Official Rules and must be received by Sponsor by 4:00 PM MDT by end of Promotion or by the deadline(s) designated herein. All entries become the sole property of Sponsor. No other method of submission will be accepted.

**PRIZE PACKAGE:**

**WINNERS**

<b><u>Selection Date</u></b>	<b><u>Prize Title</u></b>	<b><u>Prize Contents*</u></b>
Thursday, February 20, 2020 at 4:00 PM MDT	Nominator and Nominee – each to receive one kit	One kit includes a Cricut Joy™ machine and limited corresponding materials (approximately \$240 Value)

The specifics of the prize shall be solely determined by Cricut. Cricut reserves the right to, but shall not be required to, provide an equivalent cash substitution via the issuance of a credit on Cricut.com or Gift Card to prize winner, and notwithstanding anything to the contrary, no cash or other prize substitution shall be permitted except at Cricut's sole and absolute discretion. In the event a Winner is a resident outside of the United States, Cricut in its sole discretion shall

## **WINNER**

\* Prize is non-transferable. No substitution is permitted. The individual winner will be responsible for providing Sponsor with tax identification information.

### **Selection of winners:**

A panel of judges will select the winning entries listed above from among all eligible entries received. The panel will include one independent member whose name will be available on request. The panel of judges will evaluate entries based upon the following criteria:

- Originality and creativity of submitted item
- Compelling story about how their friend will benefit from having a Cricut Joy machine
- Public nomination on social platform of their choosing, viewable by Cricut

All entries must include all relevant information required in the entry form (first name, last name, email address). When you enter you will also be subscribed to Sponsor's emails which include news and special offers from Sponsor. You can unsubscribe at any time.

**Notification of Potential Winners:** Winners will be sent a notification via email by the date and time detailed in the "WINNER" section above. Winner must contact Sponsor within 48 hours of selection, providing information required by Sponsor. (As detailed in "Winner Confirmation Requirements" section above) \*Confirmed winners will be contacted via email.

**General Terms and Conditions:** Winners may be required to complete an assignment of rights in the entry, an affidavit or declaration of eligibility, a waiver of liability and, where lawful, publicity release, which must be returned to Sponsor within seven (7) days. If the effort to send a notification package to Winner is unsuccessful or if Winner fails to execute and return any required document within the required time period, an alternate Winner may be selected from remaining Finalists. If the prize is not claimed or is returned as undeliverable, then Winner's right to the prize shall be forfeited, the prize award will be void and an alternate Winner may be selected from eligible Finalists. Sponsor is not responsible for late, lost, incomplete, incorrect, misdirected entries or prize claims. Sponsor is also not responsible for incomplete, interrupted, or scrambled transmissions, unavailable web sites, networks, servers, or systems, or other connection or transmission problems, technical malfunctions of the computer, software, web site, or any combination thereof, problems associated with any virus or other damage caused to any participant's system or other problems of any kind, whether mechanical, electronic, or human. Sponsor reserves the right to suspend and/or cancel the Promotion or change any element hereof, with or without notice, at any time, due to printing, computer or network errors, or other mistakes in the production or operation of the Promotion. No correspondence regarding the Promotion will be engaged in by Sponsor except with the Finalists or the Winner or in response

to requests for Winner's Lists. All decisions of the Sponsor and judges are final and binding on all matters relating to the Promotion.

By entering, entrants agree to be bound by the Official Rules, and release Sponsor and its agents and their respective parent companies, subsidiaries and affiliates, and each of their respective officers, directors, employees and agents from any and all liability, loss, or damage arising out of their participation in the Promotion or with respect to the awarding, receipt, possession, use and/or misuse of any prize. Winner is responsible for any applicable tax and tax documentation (including, but not limited to a completed W-9) on awarded prizes. Incidental expenses and all other costs and expenses which are not specifically listed as part of a prize in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the respective prize winner. Sponsor reserves the right to disqualify in its sole discretion any person tampering with the entry or voting process, or who violates these Official Rules in any way.

**Liabilities and Rights:** 1. The Sponsor does not endorse any particular photo, messages, or advice expressed therein, and the Sponsor expressly disclaims any and all liability in connection with the submitted photos, including disputes between collaborators related to a photo submission. 2. This Contest and its Sponsor do not permit copyright infringing activities or infringement of any other intellectual property rights, and Sponsor reserves the right to remove and disqualify any submission they deem to be in violation of another party's copyright or other intellectual property rights. Such determination of copyright infringement shall be in Sponsor's sole discretion. 3. The Entrant assumes sole responsibility for the entry material(s) (e.g. photo, essay, etc.) and the material contained in it, messages, or advice expressed therein and also for the consequences of any Contest submissions. 4. The Sponsor reserves the right, at any time, to verify the validity of entries and of entrants and to disqualify any entrant or entry deemed not in compliance or any entry deemed not in accordance with these Official Contest Rules and the Sponsor is not required to provide a reason for their determination. The Sponsor also reserves the right to request further documentation, at their sole and absolute discretion, to verify eligibility and compliance with these Official Contest Rules. If a prize or any portion thereof, is unavailable, the Sponsor, in its sole discretion, reserves the right to substitute the prize with another prize of equal or greater value and/or specification. 5. If this Contest is interfered or tampered with in any way by an entrant, or a person acting on the entrant's behalf, or, if, as a consequence of such interference, the contest is not capable of being reasonably conducted in the manner anticipated by the Sponsor, the Sponsor reserved the right, in its sole discretion and to the fullest extent permitted by law to disqualify any interfering entrant and/or modify, suspend, terminate or cancel the Contest. 6. In addition, the Sponsor reserves the right, at any time and in their sole discretion, to disqualify and/or deem ineligible any individual who they reasonably believe (a) has failed to agree to the Official Contest Rules or has violated the Official Contest Rules; (b) has violated the "Terms of Use" of Cricut.com, Instagram or Facebook; or (c) is acting

in a bad faith, unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. 7. Sponsor reserves the right to modify, suspend, terminate or cancel the Contest, as appropriate, including due to any other reason beyond the control of the Sponsor. 8. You agree to defend, indemnify and hold harmless the Sponsor, their parent, subsidiary and other affiliated companies, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Cricut.com, Facebook, Instagram and Contest websites in connection with the Contest; (ii) your violation of these Official Contest Rules or the Cricut.com, Instagram, or Facebook; (iii) your violation of any third party right, including without limitation any copyright, trademark, intellectual property, privacy, publicity or other proprietary right in connection with the Contest; or (iv) any claim that your photo and/or essay submissions caused damage to a third party. This defense and indemnification obligation will survive indefinitely beyond the conclusion of the Contest and your use of the Cricut.com, Instagram, and Facebook, and Contest websites. 9. The conduct, judging and awarding of prizes for the Contest will be carried out in full compliance with applicable U.S. laws. 10. Sponsor shall not be liable for any disputes between collaborators related to a photo and/or essay submission. 11. Entrants agree that this Contest shall be subject to and governed by the laws of the State of Utah and the forum for any dispute shall be in the State of Utah, United States of America.

**Publicity Release:** Entrants retain ownership of and all copyright and other intellectual property rights for their essay works. However, by participating in the Promotion, each entrant grants Sponsor and participating organizations, with proper attribution through whatever means they deem appropriate, a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, and/or use each such entrant name, biographical information, submitted essay works, submitted photographs, and any additional information submitted via Sponsor's promotional channels, in any and all media for any purpose in perpetuity in connection with the activities and operations of the Contest and or marketing operations by Provo Craft/Cricut. Entrants waive any right to inspect or approve the finished product that may be created in connection therewith. Sponsor may require winners and runners-up to execute a license agreement prior to receipt of any prize. The Sponsor reserves the right to withhold publication of an image and/or essay or provision of any prize if a license is not timely received. At their sole discretion, Sponsor may contact entrants to propose collaboration on additional projects. Completion of the entry form constitutes assent to these written terms.

**Privacy Policy:** Except as otherwise contemplated in these rules or in any publicity release, information collected by Sponsor in connection with this Promotion will be used by Sponsor in accordance with Sponsor's online privacy policy posted at <http://us.cricut.com/home/privacy-policy>.

To opt out of future promotional mailings, please follow the opt-out directions included in the mailings.

Cricut® is a registered trademark of Cricut, Inc. All other trademarks are the property of their respective owners.

\* “Confirmed winner” refers to a winner who has been selected, notified, and has responded via email with all necessary information to confirm their winnings.