

## Official Rules

THE CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM. BY SUBMITTING AN ENTRY, PARTICIPANTS (REFERRED TO ALSO AS 'ENTRANTS', 'VOTERS' 'PARTICIPANTS' OR 'YOU') CONFIRM THAT THEY ARE AT LEAST 18 YEARS OF AGE.

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE CONTEST. ENTRANTS WHO ARE MINORS: YOU MUST OBTAIN THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN BEFORE ENTERING THE CONTEST. VOID WHERE PROHIBITED BY LAW.

**Binding Agreement:** To enter the Contest, you must agree to these Official Rules (the "Rules"). Therefore, please read the following Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the contest constitutes agreement to these Rules. You may not submit an entry to the contest and are not eligible to receive the prizes described in the Rules, unless you agree to these Rules. These Rules form a binding legal agreement between you, and Belletoile with respect to the Contest.

**Sponsor:** [Belletoile] ("Sponsor")

**Description of the Contest:** During the Contest Period, Entrants are invited to post to Instagram cheese boards featuring brie! Specifically, Entrants must:

- Post a photo of a cheese board they have put together, featuring Belletoile brie cheese, on their Instagram account,
- Before entering the contest, the Entrant must switch the "Photos Are Private" option in his or her Instagram account settings to "OFF".
- Tag the post containing the photo #sayoutobrie, #contest, and tag @belletoilecheese

One (1) winner will be selected from submission, chosen by Belletoile.

**Judgement Criteria for Finalist:** Submissions will be judged by Belletoile on the following criteria:

- 1) Composition, styling, and overall quality of image (focus, exposure, etc. etc.),
- 2) Creativity of ingredient combinations.

**Overview:** By entering, each Entrant agrees to be bound by these Rules and the decision of the judges, which shall be final. The Contest starts at [12:00] PM Eastern Daylight Time, [07/13/19] and ends at [12:00] PM Eastern Daylight Time, [08/15/2020] ("Contest Period"). All entries must be received by [12:00] PM Eastern Daylight Time, [08/15/2020]. Winners will be announced end of day [08/18/2020] via Instagram direct message by @Belletoilecheese to winners. By entering, each Entrant agrees to be bound by these Rules and the decision of the judges, which shall be final.

## **Who Can Enter.**

**1. The Contest is intended for the United States only and will be evaluated according to United States law. Do not enter the Contest unless you are located in the United States at the time of entry and are a legal resident of the United States.**

**2. To be eligible to participate in the Contest and be eligible for the prize, participants must be 18 years of age or older at the time of the contest and be a legal resident any United States state, except for Colorado, Maryland, Nebraska, North Dakota, and Vermont. Residents of those five states may not participate in this contest.**

**3. Employees of Belletoile, their subsidiaries and affiliated companies, advertising and promotion agencies and their immediate family members are ineligible. Belletoile's agents and/or independent contractors and their immediate family members are also ineligible. The term "immediate family member" includes spouses, grandparents, parents, siblings, children and grandchildren.**

## **Prizes**

### **1. The Winner**

**One (1) Prize: A Laguiole French Cheese Knife Set.**

**Consumer Disclosure: The total Approximate Verifiable Retail Value of the Grand Prize is \$92.**

**2. Odds of winning will depend upon the number of eligible Entries received.**

**3. Winners are solely responsible for all taxes and/or fees that may be incurred.**

## **Winner Notification.**

**1. The Winner(s) will be notified by the official @belletoilecheese Instagram direct message or will be notified via email. If the winner(s) cannot be contacted within 24 hours another will be chosen.**

**2. By participating in the Contest, the Winner waives any and all claims of liability against the Sponsor, and their respective employees and agents, for any personal injury or loss that may occur from the conduct of, or participation in, the Contest, or from the use of any prize.**

## **Intellectual Property Rights.**

**1. By submitting any Entry (where applicable), Entrants thereby grant to Sponsor and their affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted work or other information in any and all media, whether now known or**

hereinafter created, throughout the world and for any purpose. In addition to other things, the rights granted to the Sponsor include, but are not limited to, the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and otherwise alter or make use of the submitted work.

2. By submitting an Entry, Entrants thereby represent and warrant that the submitted work or information does not and shall not infringe on any copyright, any rights of privacy or publicity of any person, or any other right of any third party, and the Entrants affirm they have the right to grant any and all rights and licenses granted to Belletoile herein, including but not limited to, all necessary rights under copyright, free and clear of any claims or encumbrances.

3. Entrants acknowledge and agree that Belletoile shall have no obligation to post, display or otherwise make publicly available any work submitted by Entrant, and may, in its sole and unfettered discretion, remove, edit, modify or delete, any work that the Entrant submits.

#### **Waiver of Liability and Agreement to Indemnify.**

By submitting any Entry, each Entrant, its, his her or their heirs, successors and assigns ("Entrant") thereby releases, forever discharges and covenants not to make a claim against or sue Belletoile, and their parents, subsidiaries and affiliates, licensees, employees, officers, directors, representatives, successors and assigns, of and from all manner of action or actions, cause or causes of action, at law or inequity, suits, claims, demands, liability, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which Entrant may have or hereafter have against Belletoile by reason of any injuries or damages Entrant may sustain, whether to Entrant's person, property, reputation, or otherwise, as a result of, incident to, or related in any way to the Entry, the Contest, or the use, incorporation or exploitation of the Entry for any purpose described herein. Entrant waives and foregoes the right to seek injunctive relief against anyone relating in any way to the Entry, the Contest, or the use, incorporation, or exploitation of the materials for any purpose described herein. Entrant agrees to indemnify and hold harmless Belletoile from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by Entrant of any representation made in the Entry or by virtue of submitting the Entry.