



HEADWATERS  
— RANCH —

# WEDDING GIVEAWAY: A BLUE TIE AFFAIR

## Rules and Regulations



### **1. NO PURCHASE NECESSARY TO ENTER OR WIN:**

The “Wedding Giveaway” Contest (“Contest”) is designed to give couples (21+ years of age) the chance to win a wedding. Contest entrants will explain why their love should be celebrated in Montana in a video. The top three finalists will be featured on Headwaters Ranch Instagram Idea” for one week while public votes are collected. The couple with the most votes will win the wedding.

By participating in this Contest, Entrants agree to be bound by these Official Rules and to Sponsor’s decisions, which are final and binding on all matters relating to the Contest. The Contest submission period begins at 12:00 am MST on December 19, 2020, and ends at 11:59 pm MST on January 10, 2020 (the “Submission Period”). The Sponsor of this Contest is Headwaters Ranch, 9700 Clarkston Rd, Three Forks, MT 59730. The Contest will operate as described below, on or about the stated dates:

- Submission Period (12/19/2020 – 1/10/2020): Videos are submitted according to the “How to Enter” description in Section 3 of the Official Rules.
- Voting Period (1/11/2020 - 1/15/2020): Videos are available to view on HWR Instagram. The video with the most “likes” during the Voting Period (as of 11:59 pm MST on January 15, 2020) will become the winner.
- Top winning couple will be announced on January 16, 2020.
- Notification Period: (1/16/2020 – 1/18/2020): Sponsor shall attempt to contact Grand Prize Winner, or an alternate, if necessary, as described in Section 6 of the Official Rules.

### **2. ELIGIBILITY:**

Contest is open to entrants (“Entrants”) who are legal residents of the 50 United States and Washington, D.C. Void outside of the 50 United States, Washington, D.C., and where prohibited. Entrants must be 21+ years of age, as of the date of submission. Employees, officers and directors of Sponsor, its vendors, members of their immediate families, and those living in the same household, are ineligible. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the natural person in whose name the e-mail address with the video submission is registered. Entry constitutes Entrant’s certification that he/she meets the eligibility requirements set forth in these official rules. Sponsor reserves the right to verify eligibility of any potential winner. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### **3. HOW TO ENTER:**

To enter, submit your video based on this theme: “Why your love should be celebrated in Montana”. The video can be no more than 2 minutes long. Go to this link on the HWR website to register your submission: <https://headwatersranchmt.com/giveaway/>. You must completely and accurately submit all required information to enter. All Submissions must be received by 11:59 pm MST on Sunday, January, 10 2020. Sponsor is not responsible for late or unsuccessful attempts to enter. Sponsor reserves the right to allow for minor fluctuations between the Entrant’s timing device and the actual runtime of the Submission on the Contest Homepage, based on clear intent to comply with the Official Rules, as determined in the Sponsor’s sole discretion. The Entrant should be able to provide on request all appropriate clearances, permissions and releases for the Video Submission, including releases from the submitting Entrant and any third parties appearing in the Submission. Incomplete, corrupted, untimely, or unintelligible entries will be disqualified. If for any reason an Entrant’s entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant’s sole remedy is another entry in the Contest, Sponsor reserves the right to determine in its sole discretion which entries have satisfied the entry requirements. Entrants may not enter more than once. **ELIGIBLE ENTRANTS MUST SUBMIT EACH ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.**

### **4. VIDEO SUBMISSION REQUIREMENTS:**

- Be a maximum of two (2) minutes in length;
- Be submitted in MP4 format. Any other formats submitted and/or exceeding the time limit will be disqualified.
- Be the Entrant’s original answer to the question “Why your love should be celebrated in Montana.” Entrants should not knowingly copy another’s idea, but entries will not be excluded merely because another Entrant has a similar idea.

By entering, each Entrant represents and warrants that his or her entry (and Sponsor’s and its designees’ use thereof) does not and will not defame or otherwise violate the rights of any third party and does not and will not violate any federal, state, or local laws or ordinances. Entrant further represents and warrants that he or she has secured the requisite consent from any third party referenced or appearing in their entries.

To the extent that anyone under the age of 18 appears in a video, Entrant represents and warrants that the minor's parents consented to the minor's appearance in the video and the public display of the video on Instagram. Sponsor reserves the right in its sole discretion to disqualify any entry that it believes violates any of the Video Submission Requirements, does not otherwise comply with these Official Rules, or that is not consistent with the spirit and theme of the Contest. Sponsor and its designees shall have the perpetual, worldwide right to publish and use the entries in any way, and in any media for trade, advertising, promotional, and/or other purposes as Sponsor and/or its designees may determine without further consideration to Entrant or any third party.

## **5. VOTING PERIOD:**

The top three videos shall be available for viewing after the submission period closes. The video with the most likes during the voting period (1/11/2020 - 1/15/2020) will become the winner. The number of "likes" shall be measured by Instagram's customary method. In the event of a tie, the Sponsor may expand the voting period. All decisions of the Sponsor are final on all aspects of the Contest. Finalist videos may be displayed on various HWR-branded media, at the sole discretion of Sponsor.

## **6. WINNER NOTIFICATION AND ANNOUNCEMENT:**

The potential Winner, as determined by the voting, will be notified by E-mail (via the E-mail account used to sign up) on or about January 16, 2020, and will be required to respond (as directed) to the notification attempt. The failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, Sponsor will select an alternate Winner according to the voting results. If a potential Winner cannot be contacted by E-mail after the first attempt to contact him or her, or if he or she fails to sign and return the liability/publicity release within the required time period (if applicable), or if he or she is unavailable to participate at the advertised date of the Wedding, the potential Winner will be disqualified and an alternate entry will be selected in his or her place from all eligible entries received according to the judging criteria described above. Only one alternate winner selection will be made, after which any remaining prizes will remain unawarded.

## **7. PRIZES:**

One (1) Winner will the complimentary wedding. Odds of winning will depend on the number of eligible entries received. In no event will more than one (1) Winner be awarded. Sponsor makes no representations or warranties with respect to the potential benefits or outcomes to Winner.

Winner cannot assign or transfer the prize to another person. No prize substitution or changes are allowed except at the discretion of Sponsor. Prize cannot be substituted or redeemed for cash. All prizes are subject to availability. If a prize or any portion of a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize may be awarded; provided, however, that if prizes are awarded but unclaimed/forfeited by recipient, prize may not be re-awarded in Sponsor's sole discretion. Other restrictions may apply. Prize is provided "as is" without warranty of any kind. Winner is responsible for any loss of prize or portion of prize after it has been delivered.

## **8. RIGHTS IN SUBMISSIONS:**

In consideration of Entrant's Video being reviewed and evaluated for this Contest, each Entrant hereby grants to the Sponsor, its vendors and assignees, the exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such Video, or any portion thereof, in any media now known or hereafter devised including, but not limited to all forms of television and all forms of Internet and wireless protocol. Each Entrant authorizes the Sponsor and any entities affiliated or in privity with the Sponsor to utilize, for eternity and in any manner, they see fit, the Video submitted to Sponsor, and to make derivative works from such materials solely in connection with the Contest (i.e., to create promotional materials). Each Entrant releases the Sponsor, and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Entrant's submission to Sponsor for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsor and Entrant, does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's video submission, and that the only contracts, express or implied, between the Sponsor and Entrant are as set forth in these Official Rules and the release forms. The Winner may be required to complete and execute additional documents and have third parties execute Sponsor's documents in connection with the rights granted to Sponsor as a condition of prize acceptance. In addition, by participating in the Contest and submitting a Video, each Entrant hereby grants permission (except where prohibited by law) for the Sponsor to use Entrant's Video, name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law. Except as required by law or permitted pursuant to these Contest Official Rules, the Sponsor will not share an Entrant's information with any third parties.

## **9. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:**

Each Entrant understands and acknowledges that the Sponsor has wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to

the Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Video or any other production based on or allegedly based on the Submission, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

#### **10. RIGHTS OF SPONSOR / DISCLAIMER OF LIABILITY:**

Sponsor shall have the right and sole discretion to edit, to refuse to air or transmit, or cease to air or transmit any Video whatsoever which it finds to be in violation of these Official Rules, or which it finds in its sole discretion to be otherwise objectionable for any reason, including with respect to Sponsor's standards and practices and other policies. Sponsor also reserves the right to replace the Winner's Video with the Video of an alternate eligible Entrant in accordance with these Official Rules if such Video and/or Entrant is withdrawn from or removed from the Contest for any reason, including without limitation, Entrant's failure to have Sponsor's documents executed by third parties. Sponsor also reserves the right, in their sole discretion, to terminate the Contest for any reason in the event that there is an error, malfunction, problem or other cause which impacts the operation, administration or security of the Contest or the Sponsor and, in such situation, to select the winner(s) from the eligible Entries received prior to the action taken or in such manner as deemed fair and appropriate by Sponsor. The opinions expressed in the Videos are not necessarily (and in some cases not at all) those of the Sponsor. The Sponsor is not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of the Video's creation. The Sponsor is not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in the Videos transmitted on the website or on television. The Sponsor makes no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in the Videos. All statements and opinions made by Entrants are those of such Entrants only, and the Sponsor neither endorses nor shall be held responsible for the reliability or accuracy of same. Sponsor is not responsible for the content or practices of Instagram or other third-party websites that may be linked to the Contest Homepage. This site may also be linked to websites operated by companies affiliated with Sponsor. Visitors to those sites should refer to each site's separate privacy policies and practices.

#### **11. WARRANTY:**

It is an express condition of submission and eligibility that each Entrant warrants and represents that Entrant's Video is solely owned by Entrant and solely created by Entrant for the purpose of entering this Contest, and that no other party has any rights or interest in the Videos. Entrant further represents and warrants that the Videos and any use thereof by the Sponsor or any partners, subsidiaries and affiliates in connection with programming, advertising, promotion and publicity, shall not infringe upon any statutory or common law intellectual property right (including, without limitation, any copyright) under U.S. and international laws and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

#### **12. INDEMNITY:**

The Contest may also be promoted by a third party or parties (each a "Promotional Partner," collectively "Promotional Partners"). Entrant shall indemnify and hold harmless the Sponsor, any Promotional Partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, agents and representatives from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising in connection with any third party action arising out of a breach or allegation which if true would constitute a breach, of any of Entrant's representations, warranties or obligations herein.

#### **13. RELEASE AND LIMITATION OF LIABILITY:**

By participating, each Entrant agrees that the Sponsor, its vendors, and each of their respective agents, representatives, parent companies, affiliates, subsidiaries and legal advisers, and each of their respective employees, shareholders, officers, and directors ("Released Parties") are not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable mail, postage-due notices, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of the Sponsor that may cause the Contest to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Contest; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Contest; (vi) acceptance, possession, or use of any prize, including without limitation, personal injury, death and property damage arising there from; and (vii) claims based on publicity rights, defamation or invasion of privacy. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Contest at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Contest, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Sponsor.

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD,

ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE CONTEST HOMEPAGE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

#### ***14. GENERAL TERMS AND CONDITIONS:***

Montana law governs this Contest. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, or the rights and obligations of Entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Montana, without giving effect to any choice of law or conflict of law rules or provisions (whether of Montana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Montana. In the event of a claim or dispute, Entrants' sole remedy shall be limited to their remedy at law for damages, if any, and Entrants shall not have the right to in any way enjoin or restrain the distribution, advertising, publicizing or other exploitation (in any form of media) of the Contest Homepage, the Contest, and/or any intellectual property owned or licensed by the Sponsor or their respective parent companies, subsidiaries, member stations, and affiliated entities. Sponsor reserves the right, at its sole discretion, to prohibit any Entrant from participating in the Contest or to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Contest; to be attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices; to be acting in violation of the Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor may suspend or discontinue the Contest if, in its sole opinion, there is any actual or suspected tampering of the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest. SPONSOR SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS CONTEST.

#### ***15. PRIVACY POLICY:***

Any personal information supplied by you to HWR will be subject to HWR's privacy policy. By entering the Contest, you grant HWR permission to share your E-mail address and any other personally identifiable information with vendors or with any co-sponsor solely for the purpose of administration and prize fulfillment. HWR will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described above herein or in the privacy policy.

#### ***16: SPONSOR:***

Headwaters Ranch, 9700 Clarkston Rd, Three Forks, MT 59730.

#### ***17. OFFICIAL RULES AND WINNERS LIST:***

For a copy of the Official Rules, visit [<https://headwatersranchmt.com/giveaway/>] or send a self-addressed, stamped envelope for receipt by January, 10 2020, to: Official Rules, "Wedding Giveaway", c/o Headwaters Ranch, 9700 Clarkston Rd, Three Forks, MT 59730. For a list of winners, available after January 16, 2020, send a self-addressed, stamped envelope for receipt by January 18, 2020, to: Winners List, "Wedding Giveaway", c/o Headwaters Ranch, 9700 Clarkston Rd, Three Forks, MT 59730. Requests received without a self-addressed, stamped envelope will not be fulfilled.