

## 2020 Frost Fest Contest Rules & Regulations

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. This contest is being offered simultaneously on Instagram and Facebook. Contestants are permitted to participate on either or both platforms.

- 1. Eligibility:** This contest is open only to those who sign up at <https://www.facebook.com/MadeByRK/> or <https://www.instagram.com/foodmadebyrk/> and who are 21 years of age or older as of the date of entry. The Contest is only open to legal residents of New York State, and is void where prohibited by law. Employees of MadeByRK LLC, 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 Contest. The Contest 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 MadeByRK LLC as final and binding as it relates to the content of this Contest.
- 3. Contest Period:** Entries will be accepted online starting on January 13, 2020, and ending January 20, 2020, at 12 am EST.
- 4. How to Enter:** You must follow @MadeByRK on Instagram, like @MadeByRK on Facebook, or both, to enter. Participants entering on Instagram must follow @MadeByRK, like the contest Instagram post, and answer the contest question with a comment. Contestants will receive a bonus entry for each tag. Participants entering on Facebook must like @MadeByRK page, like the contest post, and answer the contest question with a comment. The entry must fulfill all Contest 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 MadeByRK LLC. You may not enter more times than indicated by using multiple email addresses, 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 MadeByRK LLC.
- 5. Prizes:** The First Place Winner of the Contest (the “Winner”) will receive two (2) tickets to the MadeByRK VIP table at 2020 Frost Fest, February 8, 2020, 7-11 pm EST at the Lodge at Hudson Harbor, 2 Harbor View Way, Tarrytown, NY 10591. Learn more about the event and Rivertown Dance Academy. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by MadeByRK LLC. No cash or other prize substitution shall be permitted except. 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 MadeByRK LLC 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 a random drawing under the supervision of MadeByRK LLC. Winner will be notified by post and message on Instagram and Facebook by January 24, 2020. MadeByRK LLC 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 five (5) 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 forfeit and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT THE SOLE DISCRETION OF MadeByRK LLC) 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 contest, You understand and agree that MadeByRK LLC, anyone acting on behalf of MadeByRK LLC, and licensees, successors, and assigns of MadeByRK LLC 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 Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. By entering this contest, 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 MadeByRK LLC. 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 MadeByRK LLC from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which MadeByRK LLC 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:** MadeByRK LLC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond control of MadeByRK LLC corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, MadeByRK LLC may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by MadeByRK LLC. MadeByRK LLC 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 Contest or website or violates these Terms & Conditions. MadeByRK LLC has the right, in its sole discretion, to maintain the integrity of the Contest, 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 Contest 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 Contest may be a violation of criminal and civil laws. Should such attempt be made MadeByRK LLC 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 MadeByRK LLC 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 Contest 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 CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND NEW YORK STATE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, 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 Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York 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 Contest). 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 MadeByRK LLC website. Please read the Privacy Policy below.
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: MadeByRK LLC, 218 Ashford Avenue, Dobbs Ferry, NY 10522, USA. Requests must be received no later than February 8, 2020.
14. **Sponsor:** The Sponsor of the Contest is MadeByRK LLC, 218 Ashford Avenue, Dobbs Ferry, NY 10522, USA.
15. The Contest hosted by MadeByRK LLC is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.
16. By entering the contest, You affirm You have reviewed, accepted, and agreed to all of the Official Rules.



# Privacy Policy

## **What type of information do we collect?**

We receive, collect and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

## **How do we collect information?**

When you conduct a transaction on our website, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated above only.

## **Why do we collect such personal information?**

We collect such Non-personal and Personal Information for the following purposes:

1. To provide and operate the Services;
2. To provide our Users with ongoing customer assistance and technical support;
3. To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;
4. To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;
5. To comply with any applicable laws and regulations.

## **How do we store, use, share and disclose our site visitors' personal information?**

Our website is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.



### **How do we communicate with our site visitors?**

We may contact you to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our company, or as otherwise necessary to contact you to enforce our User Agreement, applicable national laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

### **How do we use cookies and other tracking tools?**

Wix uses cookies for many important reasons, such as:

- To provide a great experience for your visitors and customers.
- To identify your registered members (users who registered to your site)
- To monitor and analyze the performance, operation and effectiveness of Wix's platform.
- To ensure our platform is secure and safe to use.

### **How can our site visitors withdraw their consent?**

If you don't want us to process your data anymore, please contact us at [renee@foodmadebyrk.com](mailto:renee@foodmadebyrk.com) or send us mail to 218 Ashford Avenue, Dobbs Ferry, NY 10522.

### **Privacy policy updates**

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

### **Questions and your contact information**

If you would like to: access, correct, amend or delete any personal information we have about you, you are invited to contact us at [renee@foodmadebyrk.com](mailto:renee@foodmadebyrk.com) or send us mail to 218 Ashford Avenue, Dobbs Ferry, NY 10522.

