

# #IMTPETS HASHTAG MONTHLY CONTEST OFFICIAL RULES

**CONTEST ENTRY PERIOD:** The #imtPets Hashtag Contest ("The Contest") continues on a monthly basis until otherwise notified by IMT Residential (hereinafter referred to as "IMT").

**ELIGIBILITY:** To participate in the contest, participants must meet the following criteria: 1) Be a legal resident of one of the 50 United States, including the District of Columbia; 2) Currently reside, in good standing, and be listed on the lease agreement at a property managed by IMT and 3) Be ages 18 or older at the time of entry. Void outside the U.S., and wherever else prohibited by law. Employees and vendors of IMT are not eligible. Contest is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** Hashtag your photos #imtPets on Instagram, Facebook, and/or Twitter to enter for a chance to win a free Barkbox or MeowBox. **This contest is in no way sponsored, endorsed or administered by, or associated with Barkbox, MeowBox, Instagram, Facebook, or Twitter.** All methods of entry have an equal chance of winning. There is no maximum number of entries.

IMT will review all submitted entries and reserve the immediate right without notification or warning in their sole and absolute discretion to reject, disqualify and/or remove any entries that violates these Official Rules.

**ENTRY REQUIREMENTS:** All entries (referred to as "Entry") must comply with the following minimum guidelines to be eligible:

- Entry must be original;
- If Entry is taken by a third party, entrant must have secured all rights and clearances to the Entry;
- Entry cannot contain images that are irrelevant to the purpose of the contest;
- Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity;
- Entry cannot promote alcohol, illegal drugs or tobacco;
- Entry cannot contain materials embodying copyrighted images, names, likenesses, photographs or other indicia identifying any person, living or dead, without permission;
- Entry cannot defame, misrepresent or contain disparaging remarks about people or companies;
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group;
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which IMT wishes to associate;
- Entry cannot depict illegal activity and cannot itself be in violation of any law;
- Entry may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person;
- Entry must not include any private information of a third party such as name, address, phone number, or email address;

- Entry must conform with the format and size requirements and limitations of entry platform;

By submitting an Entry, any individual(s) who digitally post media content taken at an IMT managed property is granting IMT the right to use such media content with or without the individual's name and for any lawful purpose, including such purposes as publicity, illustration, advertising, social media, and web content.

By submitting an Entry, Entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from a third party whose Entry is being used; (c) Entrant owns all rights to the Entry, including without limitation, copyrights, and has received prior written permission from a third party if any photo was photographed by someone other than the Entrant him/herself; (d) publication of the Entry via various media, including posting on the IMT's websites, will not infringe on any third-party rights; and (e) Entrant will indemnify, defend and hold harmless the IMT and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this contest.

By submitting an Entry, Entrant warrants and represents that he/she and any other persons appearing or who are otherwise identifiable in the Entry consents to the submission and the use of the Entry. IMT reserves the right in its sole and absolute discretion to alter, change or modify any Entry, which includes the photo/video/content.

**PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:**

**PRIZE:** There are two (2) prizes available to be won. The prize is (1) Barkbox or (2) MeowBox that will be awarded in the names of the confirmed winners every month.

**PRIZE NOTIFICATION:** Winners will be announced on Facebook, Instagram, and Twitter by the end of the month. Winners will also be notified via email and/or phone.

**PRIZE CONDITIONS:** To claim the prize, each winner must show an IMT associate his/her winning photograph on Facebook, Twitter, or Instagram with the hashtag #imtPets associated to it. Winners must also be following one of IMT's social media accounts including Facebook, Twitter, or Instagram.

If a prize notification or prize is returned as undeliverable, or if a winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. Winners have up to the end of the winning month to claim their prize.

All offers are subject to change without prior notice.

Prizes are neither assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No exchange or substitution of prizes, except at the sole discretion of IMT.

Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Each winner is responsible for all federal, state, local and income taxes associated with winning prize. Each winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:**

Participating entrants agree to these Official Rules and the decisions of IMT, and release IMT, Facebook, Instagram, Twitter, and their affiliated companies, and all other businesses involved in this contest, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered.

Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this contest or use/misuse or redemption of the prize. IMT is not responsible for any typographical or other error in the printing of the offer, administration of the contest or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. IMT may ask any entrant or potential winner to provide IMT with proof that such party is the authorized account holder of the email address associated with the entry.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void.

The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by IMT on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the contest.

By participating in the contest, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of IMT, which are final and binding in all matters relating to the contest. Failure to comply with these official rules may result in disqualification from the contest.

IMT reserves the right to: (i) permanently disqualify any person it believes to have intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the contest). If for any reason this contest is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of IMT which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, IMT reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the contest without warning.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND IMT RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the same state of the IMT property. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of IMT in connection with the contest, shall be governed by, and construed in accordance with, the laws of same state of the IMT property without giving effect to any choice of law or conflict of law rules (whether of same state of the IMT property or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the same state of the IMT property. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**PRIVACY:** By entering and providing the required entry information, Entrants acknowledge that IMT may also send information, samples or special offers it believes may be of interest to Entrant, or other information or goods offered by its marketing partners. Personal information collected from entrants are subject to the IMT's Privacy Policy, which can be found at <https://www.imtresidential.com/wp-content/uploads/2016/12/Privacy-Policy.pdf>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <https://www.imtresidential.com/imtPetscontestrules.pdf> or send a self-addressed, stamped envelope to: **Marketing Department Official #imtPets Rules Request**, 15303 Ventura Blvd, Suite 200, Sherman Oaks, CA 91403.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner send a stamped, self-addressed envelope (no later than the end of month of which the winner was announced), to: Marketing Department Official #imtPets Rules Request, 15303 Ventura Blvd, Suite 200, Sherman Oaks, CA 91403.

Void outside the US, in Puerto Rico, and wherever else prohibited by law.