

Home BakeMark Challenge Charity Contest

Official Rules:

1. CONTEST DESCRIPTION AND ENTRY PERIOD:

The Home BakeMark Challenge Charity Contest (the "Contest") starts April 12, 2020 at 12:00 a.m. Pacific Standard time ("PST") and ends June 6, 2020 at 11:59 p.m. PST ("Contest Period"). During the Contest Period, participants must submit a photo of their decorated at-home kit on either Facebook or Instagram with the hashtag #homebakemarkchallenge. At the end of each week during the Contest Period (i.e., Sunday at 12:00 a.m. PST to Saturday at 11:59 p.m. PST, referred to as the "Weekly Contest Period"), the BakeMark team, using qualified judges, will select one weekly winner based on the image that best represents the theme of the Contest, which will be judged 50% on originality, 25% on creativity, and 25% on content. Winners will be selected subject to these Official Rules and any terms and conditions. Entry in the Contest does not constitute entry into any other promotion, contest, or sweepstakes. The prize will be distributed to the Facebook or Instagram account holder who submitted the winning photo.

2. SPONSOR:

The sponsor for the Contest is BakeMark USA LLC located at 7351 Crider Avenue, Pico Rivera, CA 90660. This Contest is in no way sponsored, endorsed, or administered by, or in association with Facebook or Instagram. You must abide by [Facebook's](#) and [Instagram's](#) terms and conditions.

3. ELIGIBILITY:

The Contest is open only to persons who on the date of entry are legal residents of the U.S.A. and who are at least twenty-one (21) years of age. **The Contest is void where prohibited, including, without, limitation, Colorado, Maryland, Nebraska, New Jersey, North Dakota, Tennessee and Vermont.** Employees of BakeMark and their parents, subsidiaries and affiliates, suppliers, advertising and promotion agencies, and their immediate families (spouse, parents, siblings, and children as well as each of their spouses, regardless of where they live), and persons living in the households of each of these individuals, whether related or not, are ineligible to win in this Contest.

4. HOW TO ENTER:

Participants must purchase an at-home decorating kit from a participating store EXCEPT FOR THE AT-HOME DECORATING KIT, NO OTHER PURCHASE IS NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF OF PURCHASE IS NECESSARY TO PARTICIPATE. You must join either Facebook or Instagram in order to participate in the Contest. Facebook and Instagram are free to join. During the Contest Period, participants must submit a photo of their decorated donuts and/or cupcakes using the at-home delivery kit to Facebook or Instagram with the hashtag #homebakemarkchallenge (each post, a

"Submission"). Participants must also tag BakeMark (Facebook and/or Instagram account) and also provide a picture of the receipt (as proof of purchase) for the at-home kit that was purchased at the participating store. Submissions with no receipt or a receipt from a non-participating store may lose eligibility. Submissions will be judged based on the image that best represents the theme of the Contest, which will be judged 50% on originality, 25% on creativity, and 25% on content. The Submission must be posted during the Contest Period. Any photos posted prior to the Contest Period and submitted for the Contest with the hashtag will not be an eligible Submission. Each Facebook or Instagram account may post multiple Submissions, however, where a participant has won a prize during the Contest then that participant is ineligible to win another prize during the Contest. By using the hashtag in connection with your Facebook or Instagram post, you acknowledge and agree that BakeMark has the right to stream your post through the Facebook or Instagram API or otherwise use your post as set forth in these Official Rules and the terms and conditions.

All submitted images must be either your own work or submitted with the consent of the photographer/creator/owner and consent of your parent or legal guardian if you are a minor. Your images must not be obscene or otherwise inappropriate. It is your responsibility to ensure that your submitted images do not infringe or violate the intellectual property rights or other rights of any third party or any laws. Your images must not contain brand names, copyrighted material or trademarks, other than those owned by you or BakeMark. By entering your images into the Contest you hereby irrevocably grant to BakeMark, its subsidiaries and licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit each submitted image, and all images, text and materials depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, streaming media, film, print, interactive devices, mobile media, Internet and on-line systems, digital billboards), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material, whether relevant or not to this Contest. You hereby forever waive and relinquish all so-called "moral rights" now or hereafter recognized in connection with entries submitted as part of the Contest. Neither BakeMark nor its agents shall be responsible for returning or preservation of the images submitted or for compensating or crediting you in any way. All entries that are posted on BakeMark's social media pages may be available to be viewed by anyone with access to the Internet.

5. WINNERS AND ODDS:

There will be one (1) winner for the Contest during each Weekly Contest Period:

- Each winner will receive Five Hundred Dollars (\$500) and a Five Hundred Dollar (\$500) donation, made on their behalf, to the local hospital or clinic of the winner's choice.

The odds of winning depend upon the number of eligible Submissions. BakeMark may modify prize conditions at any time in its sole discretion. Prizes are nontransferable. No cash alternative or prize substitutions are allowed, except in BakeMark sole discretion. Prizes may not be sold, bartered, or exchanged by the winners. BakeMark shall, in its sole discretion, determine any details of any prize not specified herein.

6. SELECTION OF WINNERS & JUDGING CRITERIA:

At the end of each Weekly Contest Period, BakeMark, using qualified judges, will select one (1) winner based on the image that best represents the theme of the Contest, which will be judged 50% on originality, 25% on creativity, and 25% on content. Winners will be notified via Facebook or Instagram within forty-eight (48) hours of the conclusion of the Weekly Contest Period. The winner must respond to BakeMark within seventy-two (72) hours of BakeMark's announcement. Failure of the winner to respond to BakeMark within the given time periods, or failure to comply with any term or condition herein, may result in disqualification and an alternate winner may be chosen for the next best submission. The BakeMark team has complete discretion over interpretation of the Official Rules and these terms and conditions, the administration of the Contest, and the selection of the winners (subject to the judging criteria). The decisions of the BakeMark team will be binding and final.

7. LIMITATION OF LIABILITY:

By entering or participating in the Contest, you agree for you/yourself and your agents, representatives, executors, and administrators to (A) release, indemnify, defend and hold harmless BakeMark and its respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, claim, cause of action, allegation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from the participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prizes or any portion thereof; (B) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose; and (C) to be bound by these Official Rules and the terms and conditions and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of BakeMark, which are binding and final. Failure to comply with these conditions will result in disqualification from the Contest at BakeMark's sole discretion.

Additionally, BakeMark is not responsible for, and you hereby release BakeMark from any claims arising from: (A) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (B) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (C) unauthorized human intervention in any part of the entry process of the Contest; (D) electronic or human error which may occur in the administration of the Contest or the processing of entries; and (E) any injury or damage to persons or property, including but not limited to your computer,

hardware or software, which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest.

BakeMark makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the Contest, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement. ALL PRIZES ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND.

ANY FEDERAL, STATE, OR OTHER TAX LIABILITIES ARISING FROM THIS CONTEST ARE THE SOLE RESPONSIBILITY OF THE WINNER. BAKEMARK IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES. IF REQUIRED BY LAW, WINNERS WILL RECEIVE AN IRS FORM 1099 AT THE END OF THE CALENDAR YEAR, AND A COPY OF SUCH FORM WILL BE FILED WITH THE IRS.

8. TERMINATION. BakeMark is not responsible for any lost, late, misdirected, stolen, illegible or incomplete entries. If, for any reason, the Contest is not capable of running as planned (e.g. infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of BakeMark which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest), BakeMark reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and/or select a winner from all eligible entries received prior to the cancellation. BakeMark reserves the right to correct any typo-graphical, printing, computer programming or operating errors at any time.

9. DISPUTES:

Except where prohibited, you agree that: (A) any and all disputes, claims and causes of action arising out of or connected with the Contest shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office in Los Angeles, California; (B) the Federal Arbitration Act will govern the interpretation, enforcement and all proceedings at such arbitration; (C) judgment upon such arbitration award may be entered in any court having jurisdiction; and (D) unless otherwise prohibited, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules and these Terms and Conditions, or the rights and obligations of you and BakeMark in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

10. WINNER'S LIST: For a copy of these Official Rules or the winners' names, please email: information@bakemark.com with the subject line: Home BakeMark Challenge Charity Contest. Please be specific whether you are requesting a copy of these Official Rules.