



FLAVOR CONTEST 2020

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. WHITEY'S ICE CREAM OBTAINS RIGHTS FROM ENTRANTS TO USE ANY AND ALL IDEAS AND MATERIALS POSTED IN CONNECTION WITH THIS CONTEST. ALL DETERMINATIONS MADE BY WHITEY'S ICE CREAM ARE FINAL. ENTRY INTO THE CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

Sponsored by: Whitey's Ice Cream ("Sponsor"), 2525 41st Street, Moline, IL 61265.

- 1. Eligibility.** The Whitey's Ice Cream Flavor Contest (the "Contest") is open only to individuals (not groups) who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia. Employees of Sponsor are not eligible to enter the contest. By entering or participating in the Contest, entrants agree to be bound by these "Official Rules" and the decisions of the Sponsor, which are binding and final on matters relating to this Contest, including, without limitation, interpretation of the Official Rules.
- 2. Entry Period.** The Contest begins on or about 2:00 P.m. CST on Monday, February 3, 2020 and all entries must be posted on or before 11:59 p.m. CST on Sunday, February 16, 2020 (the "Entry Period").
- 3. Intellectual Property.** Entrant, upon submission of his or her Submission to the Contest, irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Submission, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to entrant or any third party, except for the awarding of the prize to the Winners. Entrants agree that during the Entry Period, they shall not make, and shall not permit, any other public use, display or distribution of their Submission, and they shall maintain all rights without encumbrances so that, if Sponsor desires, entrants can assign all rights in and to Submissions if selected as a Winner. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Submissions, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Sponsor will have the right to use the Submissions submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized in connection with Submissions submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a Winner, Sponsor may request that the entrant's Submission, and any rights therein, be assigned to Sponsor and entrants may be required to confirm such assignment by completing and submitting the Prize Acceptance Documents (defined below) (and any other documents reasonably required by Sponsor) or such entrant will otherwise be disqualified from receiving their prize(s). Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third-party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of Submissions and are not obligated to use any Submission. Entrants agree that Sponsor, nor its agents, shall be responsible for return or preservation of the Submissions submitted. Each entrant acknowledges that Submissions are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Each entrant acknowledges that Sponsor and other entrants may have created ideas and concepts contained in their Submissions that may have familiarities or similarities to their own Submission, and that they will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their Submissions and there is no obligation for any Contest Entity to pay or otherwise compensate entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. Submissions are not confidential and the Contest Entities' only obligations to entrants regarding Submissions are as specifically set forth in these Official Rules. Sponsor reserves the right to request from entrant at any time proof that entrant maintains all necessary rights in their

Submission in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest.

4. **Representations and Warranties.** By entering the Contest, entrant represents and warrants that he or she has read, understands, agrees to and will follow the Official Rules. Entrant further represents and warrants that his or her Submission and all materials and matter therein: (a) (except for elements that are within the public domain or are provided by Sponsor for inclusion in Submissions) are wholly original with such entrant and are not a copy or imitation of any other material or entrant has all necessary rights to grant the Sponsor the rights granted hereunder and exercise such without obligation or liability to any third party; (b) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (c) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Sponsor reserves the right, in its sole discretion, to disqualify any Submission that Sponsor determines does not comply with these Official Rules, to make such changes to any Submission as are necessary to make it compliant, or to require the entrant to do so.
5. **Determining the Winners.** After the conclusion of the Entry Period, each Submission will be reviewed by the Sponsor. If multiple suggestions of the same flavor idea are submitted and chosen as a winner, the first entry submitted will be selected.
6. **Notification of Winners.** The Winners will be notified by email followed by a public announcement made on Whitey's Ice Cream's social channels and website. The Winners will be required to execute and return an affidavit of eligibility, a liability release, a publicity release and services and performances agreements (Prize Acceptance Documents) as needed. Parents or legal guardians of a Winner under the age of majority in their state of residence may be required to also sign the Prize Acceptance Documents in order for the Winners to be qualified to receive the prize(s).
7. **Prizes and Values.** The prizes to be awarded in this Contest are as follows: The grand prize Winner will receive one (1) \$50 Whitey's gift card, plus one (1) 3-gallon of the winning flavor. The runner-up will receive one (1) \$25 Whitey's Ice Cream gift card.
8. **General Conditions.** The Sponsor is not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any Contest-related materials. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Contest be unable to run as planned for any other reason, Sponsor reserves the right, in its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential Winners from all eligible, non-suspect entries received prior to the action taken or as otherwise deemed fair and appropriate by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages. CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE OR PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR MAY DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **Publicity Release.** Winners irrevocably grant the Sponsor the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and by any and all means and media (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prizes to the Winners.
10. **Not Endorsed by Social Media Platforms:** By participating in a Whitey's Ice Cream Flavor Contest, Entrants acknowledge that the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, and/or Twitter (the "Released Platforms") and hereby release the Released Platforms from any and all liability arising from or related to any Whitey's Ice Cream Contest. The information Entrants provide for the Contest is being provided to Whitey's Ice Cream and not to the Released Platforms.
11. **Suspension / Modification / Termination.** In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.
12. **No Obligation to Use.** Sponsor shall have no obligation (express or implied) to use any or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.
13. **Information Submitted.** As a condition of entering, each entrant consents to the collection/use/sharing of entrant's personal information by/with Contest Entities for purposes of administering the Contest and to comply with applicable laws/regulations/rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest Winner's list. Information and materials submitted by or collected from entrant are subject to Sponsor's privacy policy available at: <https://www.whiteysicecream.com/privacy-policy/>.