

## **OFFICIAL RULES**

### **Paperblanks® Summer 2018 Seize the Summer (“Competition”)**

**By Hartley & Marks Publishers Ltd., Beaux Lane House, Lower Mercer Street, Dublin 2, Ireland (the “Sponsor”)**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE FORM MAY BE REQUIRED.

The Competition starts from 14:00 pm (UTC) on **August 6<sup>th</sup>, 2018** and ends at 22:59 pm (UTC) on **August 30<sup>th</sup>, 2018** (“Competition Period”). There will be one (1) total draw within the Competition Period.

The Competition is subject to these Official Rules (the “Official Rules”), and by entering, the Entrant (defined below) agrees to be bound by them.

### **ELIGIBILITY**

Void where prohibited by law. Eligible entrants (“Entrants”) must be legal residents of Argentina, Australia, Austria, Belgium, Canada, China, Denmark, Finland, France, Germany, India, Ireland, Italy, Japan, Netherlands, New Zealand, Norway, Poland, Portugal, Russia, Saudi Arabia, South Korea, Spain, Sweden, Ukraine, Taiwan, United Kingdom and United States, except where void. Entrants must be at least eighteen (18) years of age at the time of entry or the age of majority in their country of residency,

whichever is older. Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of the Sponsor (defined below), and its parent companies, subsidiaries and affiliates, distributors, dealerships and companies involved in the implementation and execution of the Competition (collectively the "Competition Entities") are not eligible to participate. Winners may be required to sign an Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit/Release") as a condition to the delivery of the applicable prize at the discretion of the Sponsor.

### **HOW TO ENTER**

To enter, the Entrant must visit the Twitter page, Facebook page or Instagram page of Paperblanks during the Competition Period and post an image of their Paperblanks product. Entrants must use the hashtag "#PaperblanksMoments", tag the Paperblanks social account they are posting on, tag a friend and follow @Paperblanks on either Instagram, Facebook or Twitter for their entry to be counted as (an "Entry").

**ALL ENTRIES MUST BE RECEIVED BY THE COMPETITION PERIOD DEADLINE.**

Limit: One (1) Entry per person/social account during the Competition Period. In the event that more than one (1) Entry is received from any one person/social account during the Competition Period, the first Entry processed will be considered the only valid Entry received during the Competition Period.

No copies, facsimiles or mechanical reproductions of Entries will be accepted. Sponsor expressly reserves the right to disqualify any Entries, in its sole discretion, that appear to be generated by a "spam" or automated email program or via scripts and automated submission.

Competition entities are not responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed

data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Competition. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

## **AWARDS**

### **20 Winners**

#### **1st Place**

- One (1) 2018 – 2019 18-Month Diary\*
- One (1) 5-Year Snapshot Journal\*
- One (1) Pencil Case\*
- One (1) Dot-Grid Planner\*
- One (1) Flexi notebook\*
- One (1) Early Cartography journal\*

#### **2nd Place**

- One (1) 2018-2019 18-Month Diary\*
- One (1) Pencil Case\*
- One (1) Dot-Grid Planner\*

#### **3rd Place**

- One (1) Dot-Grid Planner\*

#### **4<sup>th</sup> – 20<sup>th</sup> Place**

- One (1) Mini journal

\*Design, interior and format selections are subject to availability.

The ARV of the Prize is subject to change based on current market conditions at the time of prize fulfillment.

Total approximate retail value of all prizes offered: 1<sup>st</sup> Place prize: €118.7, 2<sup>nd</sup> Place prize: €56.85, 3<sup>rd</sup> Place prize: € 27.95, 4<sup>th</sup> – 20<sup>th</sup> Place prize: €13.95

Entries and prizes are non-transferable. Prize restrictions may apply per the prize provider issuing the prize. All prizes will be awarded if the number of eligible entries received equals or exceeds the number of prizes. One (1) prize per person per draw.

#### **ODDS OF WINNING**

Odds of winning depend upon the number of eligible Entries received during the Competition Period.

#### **WINNER SELECTION**

The winners will be announced on **August 31<sup>st</sup>, 2018**. Twenty (20) entries will be shortlisted by the Paperblanks marketing team during the Competition Period. The Winners of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Place Prizes will be selected by the public where everyone who would like to vote will go to the selected third-party competition hosting platform and proceed to rank their top three favorite entries from the twenty shortlisted nominees.

The decisions of the Sponsor and the Public are final and binding in all matters relating to this Competition. The potential winners will be notified by the Sponsor on Instagram, Twitter or Facebook or by e-mail (if available). If such notification is undeliverable or no response is received by the Sponsor from the potential prize winner within seven (7) business days of the date of notification or attempted notification, then such potential prize winner will be disqualified, and an alternate winner may be selected in Sponsor's sole discretion. Potential prize winner may be required to execute and return a notarised Affidavit of Eligibility/Release of Liability and (except where prohibited) Publicity Release form.

### **GENERAL CONDITIONS / RELEASE**

An Entrant or winner may be disqualified from the Competition if he/she fails to comply with each provision of these Official Rules, as determined in the sole discretion of the Sponsor.

In the event of a dispute regarding the identity of the person submitting the Entry, the Entry will be deemed to be submitted by the person whose name is registered to the Facebook account, and should the person not be able to prove his/her identity against the registered name the Entrant will be rejected and result in the disqualification of the Entrant from the Competition.

ALL PRIZES OFFERED ARE BEING PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY THE SPONSOR, EITHER EXPRESS OR IMPLIED. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturer's terms therefore, and winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee.

No transfer, substitution, upgrade, credit, refund or cash equivalent for prizes is allowed except at the Sponsor's sole discretion. The Sponsor reserves the right, in

Sponsor's sole and absolute discretion, to substitute a prize or prize component of equal or greater value if a prize cannot be awarded as described for any reason.

Any prize returned as undeliverable will result in disqualification and an alternate winner may be selected.

Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Competition is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorised intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Competition, the Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and/or to cancel, terminate, modify or suspend the Competition. In the event of any cancellation, termination or suspension, notice thereof will be posted on the Facebook, Twitter and/or Instagram account of Paperblanks. If the Sponsor decides to reconvene the Competition after a suspension, the determination of the prize winner will be made, from among all eligible, non-suspect Entries received as of the date of the suspension, as the Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

By participating, an Entrant agrees to forever and irrevocably release, discharge, indemnify and hold harmless Competition Entities, prize providers and each of their respective directors, officers, agents, employees, shareholders, affiliates, successors and assigns ("Released Parties"), from any and all liability, claims, lawsuits, causes of action, proceedings, demands, judgments, expenses, costs, injuries, death, losses or damages of any kind caused by the Competition and any element or activity thereof, Entrant's participation, Entry or inability to participate or enter the Competition, the unauthorised or illegal access to personally identifiable or sensitive information collected by the Sponsor, the acceptance, possession, use, redemption of, delivery of,

inability to use, defect in or misuse of the prize, the Sponsor's administration of the Competition, the lost, damaged, misdirected or late delivery of the prizes, the collection, sharing and/or use of the Entrant's personally identifiable information by the Sponsor or its designees and any violation of any publicity, privacy, property or proprietary rights of Entrant, or any errors in the Official Rules or any promotional materials with respect to the Competition.

Released Parties shall not be liable for (1) failed, returned or misdirected notifications based on inaccurate information provided by any winner on the Competition Entry form, (2) Entries and responses to winner notifications that are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind, (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections or failed incomplete, garbled or delayed computer transmissions which may limit an Entrants' ability to participate in the Competition, (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to Entrants' or any other persons' computer related to or resulting from downloading any part of this Competition or (5) any warranty of fitness or merchantability of any prize or the function or operation thereof, which shall be the sole responsibility of the manufacturer of the prize.

Unless prohibited by applicable law, entry constitutes Sponsor's permission to use a winner's name, photograph, likeness, voice, address and testimonials throughout the universe, in all media, in perpetuity, in any manner Sponsor deems appropriate for publicity purposes in connection with this Competition without any further compensation to such winner.

## **DISPUTES**

Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Dublin, Ireland; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 the Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the Republic of Ireland, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the Republic of Ireland.

**AGREEMENT TO THE OFFICIAL RULES:** By participating in the Competition, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor which are final and binding in all matters related to the Competition. Winning any prize is contingent upon fulfilling all requirements set forth herein.

**PRIVACY:** All information collected by the Sponsor in connection with the Entries will be subject to the Sponsor's Privacy Policy available at the Sponsor's website.



WINNERS / RULES: To receive a copy of the Official Rules or complete list of winners, send a self-addressed stamped envelope received no later than 30 days after the Competition end date, to: Hartley & Marks Publishers Ltd., Beaux Lane House, Lower Mercer Street, Dublin 2, Ireland. Specify "Paperblanks Seize the Summer Competition."