

## The History of Us Official Contest Rules

**\*\*Void Where Prohibited\*\***

The History Of Us Contest ("Contest") is sponsored by Galaxy Restaurants Catering Group, LP d/b/a Constellation Culinary Group and [Curtis Atrium] ("Sponsor") 667 N. Broad Street, Philadelphia, Pennsylvania 19123.

This Contest is subject to all federal, state and local laws and regulations and is void where prohibited or restricted by law. **No purchase, payment or donation is necessary to enter or win the Contest; a purchase, payment or donation will not improve your chances of winning.** By entering the Contest you agree to be bound by these Official Rules and represent that you satisfy all eligibility requirements. The Contest is governed exclusively by the laws of the State of Pennsylvania of the United States. Entrants must be an engaged couple, with both parties over the age of 21, and with both parties willing to sign a release in order to win the Grand Prize. You are not authorized to participate in the Contest if you are not a legal resident of and are not located within the United States and are under the age of 21. Odds of winning are contingent on the number of entries received. Please read all of these Official Contest Rules.

**How To Enter:** From 12:00 A.M. on November 7, 2019 until 11:59 P.M. on January 15, 2020 entrants shall create a Pinterest board showing the "History of Us" by painting a digital pictures of the history of their love, including favorite memories, places, songs, stories, etc. The entrant's Pinterest page must be set to public. The entrant then needs to email a link to the Pinterest board to [historyofus@curtisatrium.com](mailto:historyofus@curtisatrium.com). The email must include the entrant's first and last name, the entrant's significant other's first and last name, address, phone number, date of birth, and the city in which the entrant and his or her significant other were engaged. Entrants have the option to also share a post about their entry via the entrant's Instagram, tagging @byconstellation and @thecurtisatrium and utilizing the hashtag #hitchedcontest.

Entrants must leave their History of Us Pinterest board up until January 15, 2019.

By submitting photos, entrants grant Sponsor and its affiliates a perpetual and royalty-free right to use the images for promotional and marketing purposes. Entrants grant Sponsor the right to repost or "regram" images via its Instagram channel, share images on Facebook and post submitted photos that Sponsor deems acceptable to Sponsor's website. Credit will be given to the original source. There is no guarantee that any images will be re-posted or shared by Sponsor.

**Prize:** Grand Prize: one (1) wedding rental package at the Curtis Atrium, including rental costs for the venue and a food and beverage package for a maximum of two hundred (200) guests, the total cost of the food and beverage package not to exceed Fifty Thousand Dollars (\$50,000.00). The Grand Prize will be subject to blackout dates and availability, and may not be resold, traded, exchanged, or transferred. The winner of the Grand Prize will be eligible to select an alternative Grand Prize of a gift card in the amount of Five Hundred Dollars (\$500.00).

Sponsor's judges will announce the grand prize photo to win the grand prize using the judging criteria below, on or about January 27, 2019 via social media, as well as by informing the winner via email. In order to receive the grand prize, the entrant and his or her significant other will be required to sign a release and waiver granting Sponsor a perpetual, royalty-free right to use his or her, and his or her significant other's name, voice, and or likeness for any purpose (without credit or attribution) including promotional advertising as well as fill out a W-9 with all relevant information. Entrant will receive a 1900-

MISC for the full retail value of the Grand Prize. All federal, state and local taxes and fees are the sole responsibility of the winners. Sponsor is not responsible if the Contest or the Grand Prize cannot take place or awarded due to travel cancellation, delays or interruptions due to acts of God, war, natural disasters, weather, labor strike, or acts of terrorism.

**Judging Criteria:** In order to win a Prize, photos must be the new, original work of the entrant and must not contain objectionable content as described in these Official Rules.

The Grand Prize will be evaluated based on:

- Story – A viewer can visualize a story based on the pins to the Pinterest board [Weight: 50%]
- Creativity – Creativity used in telling the story, as well as production elements (for example, photo quality and creative locations) [Weight: 50%]

Judges will select winners based on the Judging Criteria. By entering, participants unconditionally agree to be bound by these Official Rules and the Judge's decisions, which will be final in all matters relating to the Contest.

**Contest Guidelines and Restrictions:**

- Only online entries are eligible. No film, disks, drives, or memory cards containing photos will be accepted. No automated entry devices and/or programs permitted.
- The entry cannot have been submitted in any other contest or promotion of any kind. By entering the Contest, entrant represents, acknowledges and warrants that the submitted photos is an original work created solely by the entrant, the submission does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the photo.
- Photos that show any signage, personal or identifying information, brand names not of Sponsor, or other information such as addresses, car licenses numbers and the like will be rejected.
- The entry must not, in the sole and unfettered discretion of Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.
- The entry must not promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), activities that may appear unsafe or dangerous, or any particular political agenda or messages.
- The entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- The entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the entry is created.

**Releases:** If the entry contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the entry the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the exhibition and use of the entry in the manner set forth in these Official Rules without additional compensation. If any person appearing in any entry is under the age of majority in their state of residence,

the signature of a parent or legal guardian is required on each release. All releasees must be in a form approved by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Upon Sponsor's request, each entrant must be prepared to provide a signed release within five (5) calendar days of receipt of Sponsor's request. This includes signed releases from all persons, artwork or private property locations that appear in the submission.

Sponsor is not responsible for lost, late illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted, or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Entrants must have a valid email address. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the email or social media account used to enter the Contest, as determined by Sponsor in its sole discretion. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor's computer will be the official record of entries received. Receipt of entries may be acknowledges, but such acknowledgement merely indicates the entry form has been received. Without limiting the foregoing, such an acknowledgement does not constitute any representation as to Contest eligibility nor is otherwise binding on the Sponsor.

**Use of Data:** Sponsor will be collecting personal data about entrants online, in accordance with its privacy statement. Please review Sponsor's privacy statement at [www.constellationculinary.com](http://www.constellationculinary.com). By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information as set forth in these Official Rules and Sponsor's privacy statement, and acknowledge that they have read and accepted Sponsor's privacy statement.

Participation in the Contest and becoming eligible for the Contest Prizes constitutes each entrant's perpetual permission for Sponsor to use his/her name (first and last) and city and state with his/her entry in any public display, advertising or promotion in any form or media now known or developed in the future. Each entrant waives any right to inspect or approve any such use of his/her name and address and understands that Sponsor is relying on this consent at potentially substantial cost to Sponsor.

Participation in the Contest and acceptance of a prize constitutes each winner's permission for Sponsor to use his/her name, city and state, likeness, photograph, picture, portrait, voice, biographical information, entry and/or statements made by each winner regarding the Contest or Sponsor for public display and advertising and promotional purposes in any form or media now known or developed in the future without notice or additional compensation, except where prohibited by law.

**Disputes; Governing Law:** Entrants waive all rights to trial in any action or proceeding instituted in connection with these Official Rules and the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Pennsylvania, City of Philadelphia.

These official rules and their interpretations shall be governed by and construed in accordance with the laws of the State of Pennsylvania without regards to its conflict of law rules. For any matters which are

not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgement on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Sonoma in the State of California. The parties agree not to raise the defense of forum non conveniens.

**Limitation of Liability:** SPONSOR AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZE. UNDER NO CIRCUMSTANCES SHALL SPONSOR OR ITS AFFILIATES BE HELD RESPONSIBLE OR LIABLE FOR ENTRANTS USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED OR MADE AVAILABLE THROUGH THE CONTEST OR FOR ERRORS OR ANOMALIES RELATING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZE, OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE CONTEST IS ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CONTEST. RELEASED PARTIES WILL NOT BE LIABLE AND ARE NOT RESPONSIBLE FOR DAMAGES OF ANY KIND RELATED TO THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE CONTEST OR THE GRAND PRIZE. BY ENTERING THE CONTEST, AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR AND WILL BE HELD HARMLESS BY YOU AGAINST ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY TO ACCEPTANCE, POSSESSION USE OR MISUSE OF THE PRIZE, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, USE OF ANY ENTRY, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY.

**Sponsor reserves the right to cancel or modify the Contest at any time in the event the Contest cannot be carried out as contemplated.**

**This contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, or Pinterest. Any questions or comments regarding the Contest should be directed to Sponsor and not to Instagram or Pinterest.**

For an official list of winners, please write to Constellation Culinary Group, 667 N. Broad Street, Philadelphia, Pennsylvania, 19123 within 180 days of the end of the Contest.

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Abbreviated rules to be included in email and other advertising:

NO PURCHASE NECESSARY TO ENTER OR WIN. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. Contest open only to US residents of the 50 U.S. States or D.C., and are 21 years of age and agree to the terms and conditions set forth in the Contest Official Rules. Contest begins on or about 12:00 A.M. on November 7, 2019 and ends on 11:59 P.M. on January 15, 2020. ARV of all prizes: \$50,000.00. Subject to full official rules. Sponsor: Galaxy Restaurants Catering Group, LP.