

## 2024 DESIGN\*A\*SOCK CONTEST

Make Your Mark. We're inviting you to share your ideas for sock designs!

- Win up to \$2,000 and we may make your sock design
- Entries accepted July 2nd 31st, 2024
- Enter at contest.sockittome.com

NAME

PHONE \_\_\_\_

TITLE OF DESIGN

**Design detail** 

PARENT/GUARDIAN EMAIL
Enter online at contest.sockittome.com

or mail entries to: Sock It to Me, 9592 SE Main Street, Milwaukie, OR 97222

\_\_\_\_\_ UNDER 18? <u>Y / N</u>\_\_\_\_

## **OFFICIAL RULES**

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. OPEN ONLY TO PERSONS WHO AS OF THE DATE OF ENTRY ARE NOT A LEGAL RESIDENT OF ANY RESTRICTED TERRITORY (AS DEFINED IN SECTION 1) AND ARE 18 YEARS OF AGE OR OLDER AND OF THE LEGAL AGE OF MAJORITY AT THE TIME OF ENTRY. U.S. LAW GOVERNS THIS CONTEST. VOID WHERE PROHIBITED BY LAW AND IN THE RESTRICTED TERRITORIES.

1. ELIGIBILITY: The Sock It To Me "International Design-A-Sock" Contest (the "Contest") is open only to persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are not a legal resident of any Restricted Territory (as defined below) and who are 18 years of age or older and of the legal age of majority in the jurisdiction in which the person resides. Eligible entrants who are a parent or legal guardian of a minor child are permitted to submit entries including the child's design, as described below. Persons who at any time during the Entry Period (as defined below) (and, if a winner, as of the date of prize fulfillment) are an employee of Sock It To Me, Inc. ("Sponsor"), or any of Sponsor's parent companies, subsidiaries, affiliates or advertising or promotion agencies or any other entity involved in the marketing or promotion of the Contest, or a member of the immediate family or household (whether or not related) of any such employee, are not eligible. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding. The laws of the United States, and not the laws of any other country, govern this Contest. Void where prohibited by law and in the following territories: Afghanistan, Belarus, Burma/Myanmar, Central African Republic, Cuba, Iran, Iraq, Lebanon, Libya, Montenegro, North Korea, Russia, Syria, the Crimea region of Ukraine, the Donetsk People's Republic region of Ukraine and the Luhansk People's Republic region of restriction administered by the United States Office of Foreign Assets Control are not eligible to enter the Contest.

2. HOW TO ENTER: The entry period for the Contest begins at 11:00 a.m. Pacific Time (PT) on July 6, 2023 and continues through 5:00 p.m. PT on July 31, 2023 (the "Entry Period"). No purchase is necessary. To enter the Contest, during the Entry Period, visit the Contest website, located at https://contest.sockittome.com/ (the "Website") and create a sock design using the provided template. Then, either follow the on-screen entry instructions to submit an entry (including the design) via the website, or print the completed entry template with your design and mail it, with your name, age, telephone number, e-mail address and residence address, to: Sock It To Me "International Design-A-Sock" Contest, 9592 SE Main St, Milwaukie, OR 97222. Submission of an entry via the Website will require the entrant to submit the entrant's name, age, location, email address, phone number, and such other information as Sponsor may require. A sock design that is submitted for purposes of Contest entry is referred to in these Official Rules as a "Design." Each Design must comply with the Design Guidelines set forth in Section 3. Submitting a Design and completing the entry form during the Entry Period constitutes acknowledgement of and consent to these Official Rules. An entrant who is the parent or legal guardian of a person under the age of 18 (a "Minor") may submit a Design designed by the Minor, but the parent or legal guardian will be considered the entrant for the purposes of this Contest. An entrant who submits a Design created by a Minor must provide the minor's name, age and relationship to the entrant. Limit five entries per person, regardless of entry method. Each Design must be original and unique and may be submitted only once. If a particular Design is submitted more than once, Sponsor will have the right to disqualify all entrants who submitted the duplicative Design, to accept only the first submission of the Design or to take such other action as Sponsor deems appropriate in its discretion. All entries must be completed prior to the conclusion of the Entry Period. Entries submitted via the online entry method must be received by Sponsor prior to the conclusion of the Entry Period. Entries submitted via the mail-in entry method must be postmarked by July 31, 2023 and received by Sponsor by no later than August 7, 2023. Entry times will be determined by Sponsor in its discretion. Normal time rates and data charges, if any, charged by the entrant's Internet or mobile service provider will apply. All entries are subject to verification at any time. Proof of submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.

**3. SUBMISSION GUIDELINES:** Each Design must comply with the following guidelines: (a) the Design must be original and have been created solely by the entrant (or the entrant's Minor child, if applicable); (b) the entrant (or the entrant's Minor child, if applicable); (b) the entrant (or the entrant's Minor child, if applicable) must own the copyright in the Design; (c) the Design must not previously have been published or won any award; (d) the Design shall not identify, depict, contain or otherwise use the Personality Rights (as defined in Section 7) of any person other than the entrant; (e) the Design must not contain any material that violates or infringes upon the rights of any third party, including without limitation any copyright, trademark or right of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable law or regulation, or the use of which by the Licensees (as defined in Section 7) as permitted pursuant to these Official Rules would require a license or permission from or payment to any third party; (f) the Design must not contain any material that is disparaging, defamatory, threatening, indecent, sexually explicit, violent, obscene or offensive, or that promotes a political agenda, violence, bigotry or discrimination; and (g) the Design must not contain any material that Sponsor, in its sole discretion, deems inappropriate for public viewing and/or display. By submitting a Design, the entrant represents and warrants that the entrant has complied with all of the foregoing requirements. Sponsor reserves the right in its sole discretion to disqualify any Design that Sponsor determines does not comply with these guidelines or to require the entrant to make such changes to any Design as are necessary to make it compliant.

**4. SELECTION OF SEMI-FINALISTS, FINALISTS AND WINNERS:** Semi-Finalist Selection: Following the conclusion of the Entry Period, 30 semi-finalists will be selected by judges designated by Sponsor from among all Designs validly entered into the Contest, by applying the following criteria, weighted equally (the "Finalist Criteria"): (a) simplicity of design, (b) use of no more than six colors, (c) use of flat colors (i.e. no shading, blending or half-tones), (d) use of patterns, and (e) originality. In the event of a tie between any two Designs, the Design with the highest score in the "originality" criterion will be deemed the higher scoring Design. The Designs that receive the top 30 highest scores will be selected as semi-finalists. Finalist Selection: Following selection of the semi-finalists, Sponsor will upload the semi-finalist Designs to the Website, and will invite Sponsor's fans to select via the Website Designs that they believe should be Contest winners, during the period from approximately 9:00 am PT on August 14, 2023 until approximately 11:59 pm PT on August 20, 2023 (the "Voting Period"). The 10 Designs that receive the most votes during the Voting Period will be selected as finalists. There is a limit of one voting session per person and per email address. If Sponsor determines or suspects that a person has submitted votes in excess of the stated daily maximum, or that any votes submitted are illegitimate, the result of fraud or are otherwise suspect (as determined by Sponsor in its sole discretion to disqualify any or all of the affected votes and/or to take such other actions as it deems appropriate, including disqualifying such person or IP address from future voting. Entrants are prohibited from obtaining

votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to prospective voters, as determined by Sponsor in its sole discretion. The use of any script, macro, or any automated system or software or any other mechanical or electronic means to generate votes or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. Sponsor reserves the right, in its sole discretion, to nullify all votes obtained via such means and to disqualify any entrants whose Submissions are the subject of such voting from further voting or participation in the Contest. Winner Selection: Following conclusion of the Voting Period, one potential first prize winner, one potential second prize winner and one potential third prize winner will be selected by judges designated by Sponsor from among the 10 finalist Designs, by applying the following criteria, weighted equally: (a) simplicity of design, (b) use of no more than six colors, (c) use of flat colors (i.e. no shading, blending or half-tones), (d) use of patterns, (e) originality, and (f) use of imagery, themes, patterns or designs that are different from Sponsor's current product lines. In the event of a tie between any two Designs, the Design with the highest score in the "originality" criterion will be deemed the higher scoring Design. The Design that receives the highest score will be selected as the potential first prize winner, the Design that receives the second highest score will be selected as the potential third prize winner. The odds of winning will depend on the number and quality of Designs validly entered into the Contest during the Entry Period.

5. WINNER NOTIFICATION AND VERIFICATION: The potential prize winners will be notified on or about August 22, 2023 via phone or email at the phone number or email provided with their entry, and must respond to the initial notification attempt within 48 hours. Each potential winner is subject to verification of eligibility and may, in Sponsor's discretion, be required to submit proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification. Verification of each potential winner's eligibility may also include, without limitation, a background investigation. Each entrant consents to the conduct of a background investigation (which may include a review of criminal records) on the entrant and agrees to supply any authorizations or permissions deemed necessary by Sponsor in connection with any such investigation. Each entrant represents that he or she will provide accurate and truthful information to Sponsor in connection with eligibility verification. Sponsor will have the right to require that the potential winners each complete and return to Sponsor an Affidavit of Eligibility/Release of Liability and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the potential winner's eligibility and confirmation of the releases and grant of rights set forth in these Official Rules (as applicable, "Winner Verification Documents") within three days after attempted delivery of the document to the potential winner. The potential winner, if a U.S. resident, may also in Sponsor's discretion be required to complete and return to Sponsor an IRS Form W-9 within three days of attempted delivery of same. If any attempted notification or prize delivery is returned as undeliverable, or if a potential winner does not respond to Sponsor's initial notification attempt within 48 hours, or if a potential winner does not complete, sign, and return any required Winner Verification Documents within three days after attempted delivery of the document to the potential winner, or if a potential winner does not satisfy the eligibility requirements set forth in Section 1 or is not compliant with these Official Rules, or if Sponsor conducts a background investigation on a potential winner and determines in its sole discretion that awarding a prize to the potential winner, publicizing any facts or details about the potential winner or an association of the potential winner with Sponsor or the Contest might reflect negatively on Sponsor and/or its products or services or the Contest, Sponsor will have the right in its discretion to disqualify the potential winner and select an alternate winner.

**6. PRIZE:** One (1) first prize, one (1) second prize, and one (1) third prize will be offered. The first prize consists of (a) Two Thousand U.S. Dollars (\$2,000), and (b) the possibility that Sponsor may use the winner's Design or a version or component thereof on socks, at Sponsor's discretion. The approximate retail value ("ARV") of the first prize is \$2,000.00. The second prize consists of (a) One Thousand U.S. Dollars (\$1,000) and (b) the possibility that Sponsor may use the winner's Design or a version or component thereof on socks, at Sponsor's discretion. The ARV of the second prize is \$1,000. The third prize consists of (a) Six Hundred Fifty U.S. Dollars (\$650) and (b) the possibility that Sponsor may use the winner's Design or a version or component thereof on socks, at Sponsor's discretion. The ARV of all prizes is \$3,650. Each prize will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive any prize or any prize component is permitted, except in the discretion of Sponsor, which have the right to substitute any prize or any prize component with a prize or prize component of equal or greater monetary value selected by Sponsor in its discretion. All monetary prizes will be awarded in a form determined by Sponsor. Sponsor will not have any obligation to produce, distribute, sell, market or promote any particular quantity of socks utilizing any winning Design. Each prize consists only of the items expressly Interesting of the items expressly are the responsibility of the winner. The prize is awarded "as is" and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. All federal, state and local taxes on the value of the prize are the responsibility of the winner. An IRS form 1099 will be issued if required by law.

**7. GRANT OF RIGHTS:** Each entrant irrevocably grants to Sponsor and Sponsor's parent companies, subsidiaries and affiliates, and the agents and licensees of each of the foregoing and each of their respective successors and (collectively, the "Licensees") the right to use the entrant's name, likeness, voice, biographical information and statements attributed to the entrant (and that of entrant's Minor child if submitting a Design created by such Minor) ("Personality Rights"), in marketing, promotional and publicity materials and communications relating to the Contest, in perpetuity, throughout the world, in all media and formats whether now or later known or developed (including without limitation via Sponsor's and third-party websites and social media and digital channels), without further notice or compensation, unless prohibited by law. In addition, by submitting a Design, each entrant irrevocably grants to the Licensees a non-exclusive license to publish, display, reproduce, modify, edit, create derivative works based on and otherwise use the Design, in whole or part, in marketing, promotional and publicity materials and communications relating to the Contest, in perpetuity, throughout limitation via Sponsor's and third-party websites based on and otherwise use the Design, in whole or part, in marketing, promotional and publicity materials and communications relating to the Contest, in perpetuity, throughout the world is promotional and publicity materials and communications relating to the Contest, in perpetuity, throughout the world is publish, display, reproduce, modify, edit, create derivative works based on and otherwise use the Design, in whole or part, in marketing, promotional and publicity materials and communications relating to the Contest, in perpetuity, throughout the world in all media and formats whether now or later known or developed (including without limitation via Sponsor's and third-party websites and social media and formats whether now or later known or developed (including without li

8. RELEASE; LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Licensees and all other companies involved in the development, operation or marketing of the Contest or the provision of any prize or any component of any prize, and the successors and assigns of each of the foregoing, and the directors, officers, employees and agents of each of the foregoing (the "Released Parties") from and against any and all claims, causes of action and liabilities of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Contest, participation in the Contest, the use of the Website, the acceptance, receipt, participation in or use of any prize or any component thereof, the entrant's Personality Rights or the

entrant's Design, including without limitation any and all claims, causes of action and liabilities (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, copyright infringement, misappropriation, defamation or violation of any other personal or proprietary right or (c) or based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties. Each entrant assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Contest, the use of any Contest-related website or the provision, acceptance or use of any prize or prize component. The Released Parties are not responsible for, and will have not have any liability in connection with, (v) any typographical, printing, production, distribution or other error in the administration of the Contest or in the announcement of prizes or winners, (w) late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to the operation of the Website, communications or attempted communications with any entrant, the submission, collection, storage or processing of entries or the administration of the Contest, (x) any "act of god" or other force majeure event outside of Sponsor's control that may cause any postponement or cancellation of any prize-related activity or interfere with, delay or prevent the provision of any prize, (y) undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail or (z) any damage to any computer system resulting from participation in or accessing or downloading information in connection with the Contest.

9. GENERAL RULES: Sponsor has the right, in its sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and to cancel, modify or suspend this Contest at any time in its discretion, including without limitation if a virus, bug, technical problem, entrant fraud or misconduct or other cause beyond the control of Sponsor corrupts the administration, integrity, security or proper operation of the Contest or if for any other reason Sponsor is not able to conduct the Contest as planned (including without limitation in the event the Contest is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or regulation or court order). In the event of termination of the Contest, a notice will be posted on the Website and a random drawing will be conducted to award the prize from among all eligible entries received prior to the time of termination. Sponsor has the right, in its sole discretion, to disqualify or prohibit from participating in the Contest any individual who, in Sponsor's discretion, Sponsor determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of the Website or the Contest by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor or (iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR HAS THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the registered user of the e-mail account provided in connection with the entry. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in this Contest, each entrant agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right in its discretion to disqualify any entrant or potential winner who, as of the date of winner selection and/or prize aware, is subject to any applicable governmental sanction or restriction administered by the United States Office of Foreign Assets Control or who resides in a territory that is subject to such sanction or restriction (whether or not such territory is identified in these Official Rules as a Restricted Territory). These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

10. DISPUTES: By entering the Contest, each entrant agrees, to the maximum extent permitted by applicable law, that (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or the provision, acceptance and/or use of any prize or prize component will be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to entrants who live in such a jurisdiction); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and (d) each entrant's sole and exclusive remedy with respect to any and all disputes, claims, and causes of action arising out of or connected with the Contest will be an action at law for the recovery of monetary damages only, and in no event will the entrant have the right to enjoin or otherwise interfere with the exercise by the Licensees of any of the rights granted in these Official Rules or terminate or rescind any of the rights granted in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the respective rights and obligations of the entrants and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Oregon without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Oregon. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in Multnomah County in the State of Oregon, waiving any right to trial by jury, and each entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to any of the foregoing. In the event of any conflict between these Official Rules and any Contest information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

**11. USE OF INFORMATION:** By participating in the Contest, each entrant (and if entrant is a Minor, his or her parent or legal guardian) agrees that information submitted via the Website in connection with the Contest will be subject to Sponsor's Privacy Policy available at https://www.sockittome.com/about/privacy-policy (the "Privacy Policy") and may be used as permitted pursuant to the Privacy Policy. All information submitted in connection with the Contest may also be used as determined by Sponsor in connection with the administration of the Contest (including winner notification and provision of winners' names when requested).

**12. WINNERS' NAMES AND RULES REQUESTS:** For the names of the winners, available after August 30 2023, or a copy of these Official Rules, send a self-addressed, stamped envelope to: Sock It to Me "International Design-A-Sock" Contest, 9592 SE Main Street, Milwaukie, OR, 97222, USA.

13. SPONSOR: Sock It To Me, Inc., Milwaukie, OR.