

EAGLE VIEW TECHNOLOGIES, INC. SOCIAL MEDIA DECAL CONTEST

OFFICIAL RULES

INTRODUCTION

Eagle View Technologies, Inc. Social Media Decal Contest (“Decal Contest”) is open to all individuals with a social media account(s) who have reached the age of majority in their jurisdiction of residence at the time of entry. Board members, employees, interns, or partners of Eagle View Technologies, Inc. (“EagleView”), as well as the immediate family (spouse, parents, siblings, and children) and household members of employees, are not eligible to enter.

By submitting an entry to the Decal Contest, entrants certify that their participation in this Decal Contest is not illegal or in violation of any law, regulation, treaty or administrative act, and that the laws of their governing jurisdiction of residence at the time of entry do not prohibit or restrict the receipt of any prize under this Decal Contest.

EagleView reserves the right to reject any entry if, in EagleView’s sole discretion, the laws of an applicable jurisdiction, including but not limited to the entrant’s jurisdiction of residence at the time of entry, would prohibit or limit EagleView from proceeding with the Decal Contest as intended or the consideration or awarding of any prize would impose additional administrative, tax, operational, or legal burdens on EagleView.

Furthermore, individuals residing in any “Excluded Jurisdiction” are ineligible to enter the Decal Contest. Excluded Jurisdiction means any country listed on the US Treasury Office of Foreign Assets Control (OFAC) Active Sanctions Programs list available at <https://sanctionssearch.ofac.treas.gov/>.

SPONSOR

The Decal Contest is sponsored by Eagle View Technologies, Inc., 3700 Monte Villa Parkway, Suite 200, Bothell, Washington 98021 (“EagleView”). This Decal Contest is in no way sponsored by, endorsed by, administered by, or associated with, Facebook, LinkedIn, Twitter, Instagram or any other social media provider (“Social Media”).

CONTEST ENTRY PERIOD

The Decal Contest begins at 12:00am EST on July 1, 2017 and runs monthly through an undetermined date. Each individual monthly contest period begins at 12:00am EST on the first day of each month and ends at 11:59pm EST on the last day of each month (“Monthly Contest Period”). EagleView’s computer is the official time-keeping device for the Decal Contest.

WHAT AND HOW TO ENTER

Take a photograph of your EagleView decal anywhere. Post the photograph to your Social Media account with the hashtag #EagleViewEVerywhere and tag EagleView.

If you choose to include people in your submission, you are responsible for obtaining the necessary releases from the individuals depicted, and must be able to provide copies of those releases to EagleView upon request.

The following submissions are ineligible:

- Photos that violate or infringe upon another person's rights, including but not limited to copyright and photographs of persons without the necessary consent required by law in your jurisdiction. EagleView reserves the right to require entrants to submit evidence of the subject's legal consent to be photographed for the submitted photograph, which may include a signed waiver from the subject. NOTE: Waiver requirements vary by jurisdiction, and the entrant is responsible for obtaining a legally enforceable waiver from any photographed subject.
- Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content.
- Images that involve putting any individual in danger.
- EagleView shall determine entry eligibility in its sole and absolute discretion.

You may enter an unlimited number of times, but you may not use an agency or automated system to enter. EagleView reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and EagleView's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these Official Rules.

JUDGING

Photos will be judged on originality and creativity by EagleView's marketing department in their sole and absolute discretion (the "Panel"). The Panel will evaluate all valid entries submitted during each Monthly Contest Period and pick one (1) winner per month.

All judging decisions are final. Please do not contact EagleView about the status of entries or judging.

EagleView will notify the winner via their Social Media account within the first week of the month following the applicable Monthly Contest Period ("Winner Notification"). Winner shall have five (5) business days to respond to EagleView's Winner Notification and should winner fail to do so, a new winner will be chosen.

POTENTIAL WINNER REQUIREMENTS

Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility, including proof of age, and liability/publicity release within fourteen (14) days from the date of Winner Notification. If a potential winner fails to return these documents on time, an alternate potential winner may be selected in his/her place.

PRIZE

EagleView will award the following prize:

One (1) winner per month will receive a Mini Apple iPad (valued at approximately \$400.00)

If applicable, all winners are responsible for paying any taxes and any and all other costs and expenses associated therewith, including but not limited to customs fees if applicable. If the prize value equals or exceeds \$600 USD, a winner will need to complete, sign and return an IRS W-9 form prior the award of any prize, and/or any applicable tax forms for awarding the prize in the winner(s) jurisdiction(s). Any prize details not specified above will be determined by EagleView, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, EagleView reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by EagleView, in its sole discretion.

YOUR RIGHTS

You will retain all rights to any photograph you submit -- including ownership if applicable.

If you submit a photograph to enter the Decal Contest, you grant EagleView a perpetual, royalty-free, nonexclusive right to:

- Display the photograph.
- Allow third-parties to share the photograph on Social media.
- Use the photograph on the Internet and on Social Media.
- Use the photograph in EagleView's internal and external communications materials including but not limited to web sites and publications, advertising, Social Media, etc.
- Provide your photograph to other individuals and organizations for EagleView-related use in news stories, newsletters, reports, slide shows, displays, web pages, videos, and the like
- Use, in connection with the Decal Contest, your name, city, state and country of residence in promotions and other publications
- Retain a digital copy of your photograph that will be archived in EagleView's photo library and accessible to EagleView staff via EagleView's internal photo archive.

EagleView will endeavor to credit all photographs with the caption "Person's Name" when the full name is available.

GENERAL CONDITIONS

In the event that the operation, security, or administration of the Decal Contest is impaired in any way, EagleView may, in its sole discretion, either: (a) suspend the Decal Contest to address the impairment and then resume the Decal Contest; (b) award the prize(s) from among the eligible entries received up to the time of the impairment; or (c) terminate the Decal Contest. EagleView reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Decal Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. EagleView's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to EagleView by mail shall not be deemed proof of receipt of that communication by EagleView. In the event of a dispute as to the owner of an online entry, the authorized account holder of the social media account used to enter will be deemed to be the owner. The Decal Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

CANCELLATION/TERMINATION

EagleView reserves the right to cancel, terminate or suspend the Decal Contest at any time without notice.

RELEASE AND LIMITATIONS OF LIABILITY

By entering, you agree to release and hold harmless EagleView, Facebook, LinkedIn, Twitter, Instagram or any other social media provider, their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Decal Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Decal Contest; (b) technical errors; (c) errors in the administration of the Decal Contest; (d) injury or damage to persons or property; or (e) items damaged by the EagleView decal. You waive the right to claim any attorneys' fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

PRIVACY AND PUBLICITY

Any information you submit as part of the Decal Contest will be used in accordance with EagleView's Privacy Policy. The information you provide when you enter is provided to EagleView, not to Facebook, LinkedIn, Twitter, Instagram or any other social media provider. Except where prohibited, you consent to EagleView's use of your name in any list of winners (if applicable) and for promotional purposes in any media without further notice, payment or consideration.

DISPUTES

You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Decal Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of EagleView in connection with the Decal Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

QUESTIONS

Questions and inquiries about contest rules can be emailed melissa.mazurek@eagleview.com.