

# Contest Rules, Terms, and Conditions

Mosswood Distillers, Inc. (“we,” “us,” or “our”) is running a contest to try to find new artwork or designs (the “Art”), by submitters (“you” or “your”), to potentially use on our labels and other products. These Contest Rules, Terms, and Conditions (the “Terms”) apply to your submission of Art and your participation in the contest.

Whether or not your submitted Art is accepted by us, by submitting Art to us you expressly and irrevocably acknowledge that you have read and agree to these Terms. If you do not agree to all of these Terms then you must not submit Art.

## 1. General Contest Rules

a. **No Purchase Necessary.** There is no purchase necessary to enter or for submitted Art to be accepted. A purchase will not increase your chances of winning. Void where prohibited.

b. **Entry in Contest.** Entry may be made via our webpage or traditional mail. To enter the contest via our webpage, follow the instructions on our webpage to enter by submitting your requested contact information and Art for submission. You may enter as many times as you like, provided that each entry must use a unique piece of Art. Submitting the same Art more than once will not increase the chances of acceptance. Webpage entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. Use of any device to automate entry is prohibited. To enter via traditional mail, submit your Art to us at 2619 7th St. STE A, Berkeley, CA 94710. Mail-in submissions should include the entrant’s full name and contact address, either on the submission envelope itself or on a cover letter included with the submission. Proof of submission of an entry, whether by our webpage or traditional mail, shall not be deemed proof of receipt by us. Our computer is the official record keeping device for the contest, whether for webpage or traditional mail submissions. We are not responsible for webpage entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, or other technological issues, or traditional mail entries not received due to delivery issues or service outages, or other interruptions or problems outside of our control.

c. **Eligibility Restrictions.** Participation in the contest is limited to citizens or residents of the United States. No prize substitutions are permitted except at our sole discretion. We may remove or deny entry to any participant who we believe, in our sole

discretion, engages in a disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person, provided such participant's submission will still be subject to these Terms.

**2. Acceptance of Submissions.** Accepted submissions will be selected in the sole discretion of the management of Mosswood Distillers, Inc. YOUR ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED. There is no guarantee we will accept or use any Art submitted in connection with this contest. If we do accept Art you submit, we will notify you in writing via the contact information provided with the submission and compensate you in accordance with the contest promotion information posted to our website, which may be subject to updates from time to time. Whether or not your submitted Art is accepted by us, by submitting Art to us you expressly and irrevocably acknowledge that you have read and agree to these Terms.

**3. Ownership of Art.** By submitting Art to us, you irrevocably agree that, if we accept your Art as a submission, you will be deemed to have irrevocably assigned to us, effective as of the date of our written acceptance, all right, title, and interest in and to such Art, including all copyright, and including all rights for us to use, copy, display, distribute, and make derivative works of the Art, as well as edit, manipulate the Art and/or place text and/or images on top of the Art in accordance with label requirements and branding. Without limiting the foregoing, you agree that, if we accept your Art, we may use the Art submitted in any way we see fit, including in connection with our products and the promotion of our products. By submitting Art to us, you also agree that, if we accept your Art, you will be deemed to have irrevocably waived, effective as of the date of our written acceptance, any right, title, or interest in or to the Art which you could have, including all copyright and any moral rights and rights of attribution in or to the Art. If we accept your Art and use your Art in connection with any of our products, we will use reasonable efforts to credit and promote you as the artist responsible for the Art.

**4. Submission Materials and Content.** By submitting any Art to us, you agree and acknowledge that such Art is original work created entirely by you, and that you hold all right, title, and interest in and to such Art. You agree not to include any materials or content in the Art that: (a) infringe, dilute, misappropriate, or otherwise violate the rights of any third party, including any copyright, trademark, or right of publicity or likeness; (b) disparage or defame any person, entity or jurisdiction, or that could be considered harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, or offensive; or (c) violate any law. You agree to indemnify us, and our affiliates and representatives, against any breach of the warranties above.

**5. Waiver; Release.** By submitting Art to us, you irrevocably waive any claim against us, or against our affiliates or representatives, in connection with the Art, including any claim in connection with your submission of the Art, and, if we accept your Art, any claim in connection with our, or our affiliates' or representatives', use, promotion, or sale of the Art. If you are a California resident, you hereby waive California Civil Code Section 1542, which says: "A

general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

**6. Limitation of Liability; Disclaimer.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU IN ANY WAY IN CONNECTION WITH ART YOU SUBMIT. YOUR SUBMISSION OF ART TO US DOES NOT GIVE RISE TO ANY OBLIGATIONS ON OUR BEHALF, INCLUDING ANY OBLIGATION TO ACCEPT OR PAY FOR ART, AND NOTHING UNDER THESE TERMS WILL BE DEEMED GROUNDS FOR DETRIMENTAL RELIANCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OR EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU, PROVIDED THAT ALL REMAINING LIMITATIONS OR EXCLUSIONS WILL REMAIN APPLICABLE TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW.

**7. Governing law; Attorneys’ Fees.** These Terms, and any dispute arising in connection with these terms, are governed by the laws of the state of California, without giving effect to any conflict of law rules. You hereby irrevocably consent to the personal and exclusive jurisdiction of the state and federal courts located in Oakland, California. In any action or proceeding to enforce these Terms, the prevailing party will be entitled to recover its costs and attorneys’ fees.

**8. Relationship.** No special relationship is formed between you and us by your submission or Art. Neither you nor us will have any authority to bind the other party and neither you nor us may hold ourselves out as having such authority. Except as expressly provided for under Section 3 of these Terms, neither us nor you will have any liability on behalf of or as a result of the other party.

**9. General Provisions.** These Terms constitute the entire agreement between you and us in connection with the Art, and supersede any prior or contemporaneous agreements, understandings, or other communications regarding the Art. We may modify these Terms, in our sole discretion, by posting updated Terms onto our website. If any provision of these Terms is determined to be illegal or unenforceable by a court of competent jurisdiction, that provision will be limited or eliminated only to the extent necessary so that these Terms will otherwise remain in effect and enforceable to the fullest extent possible under applicable law.