

OFFICIAL RULES FOR OHIO RIVER FOUNDATION (ORF) COFFEE FESTIVAL CONTEST.

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

From time to time ORF and/or its related entities (“_____”) may conduct sweepstakes, contests and/or other promotions (individually and collectively, “Promotion”) on social media/networking websites including, but not limited to, www.twitter.com, www.facebook.com and www.instagram.com (each, a “Social Media Site”). Unless specifically noted otherwise by Sponsor, these terms and conditions shall serve as the official rules for any such Promotion conducted by Sponsor. Sponsor may terminate, extend, suspend or alter any Promotion in its sole discretion. These rules may be updated as deemed necessary by ORF in its sole discretion.

Each individual Promotion will be announced via a status update, tweet, blog post, email or other call-to-action (“Promotion Posting”). A Promotion Posting will include how to enter, the entry deadline, the drawing date (for a sweepstakes) or method of determining the winner (for a contest), the prize(s)/value(s) and the eligibility requirements. All information contained in a Promotion Posting is incorporated herein by reference.

1. Entry: You must be a member of the Social Media Site on which the Promotion is being conducted to participate in the Promotion. Entry into any Promotion will only be via the method specified by Sponsor in the Promotion Posting on the Social Media Site. Entries received in excess of any stated limitation will be void. All entries must include the information requested by Sponsor to be eligible. Only one prize per person, household, email address or username will be allowed per Promotion and in any ninety (90) day period. In the event of a dispute as to any entry or the identity of an entrant, entries will be declared to be made by the authorized account holder and natural person assigned by an Internet access provider to the e-mail address associated with the entry, and he/she must comply with these Official Rules. Entrants may be required to show proof of being the authorized account holder. All entries must be received within the time period stated by Sponsor in the Promotion Posting to be eligible to win a prize. Late and/or subsequent entries will be disqualified. Entries from one Promotion will not be included in other Promotions. Entries generated by script, macro or other automated means, or by any means which subvert the entry process are void. All entries become the property of Sponsor and will not be acknowledged or returned.

2. Eligibility: Unless otherwise stated in the Promotion Posting, each Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 18 years old as of the date of entry. Residents of Puerto Rico, the United States Territories and Possessions, and elsewhere are ineligible to enter any Promotion. Officers, directors, employees, freelancers and independent contractors of Promotion Entities (as defined below), members of these persons’ immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside) and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win any Promotion. “Promotion Entities” shall mean ORF and each Promotion’s advertisers, administrators, promotional agencies and any other person or entity involved in the development, administration, promotion or implementation of the respective Promotion. All applicable federal, state and local laws apply. Void where prohibited.

3. Requirements of Photo and Video Entries: By submitting a photo or video, entrant agrees that the photo or video complies with these Official Rules and does not contain a virus or other malware. By submitting a photo or video, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the photo/video consent to the submission and use of the entry in the applicable Promotion and to its use as otherwise set forth herein.

Photo entries must be in .jpg, .png or .gif format and must be less than 5MB. Video entries must be 30 seconds or less, less than 100MB and in .flv, .wmv, .asf, .avi, .mov, .3gp, .mpg, .mpeg or .mp4 format. In addition, all photo and video entries must comply with the following:

- must be entirely the original work of the entrant;

- must not have been submitted previously in a promotion of any kind and has not been exhibited or distributed previously in any media;
- must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased (*e.g.*, names, logos, symbols, slogans, photographs that belong to others, photographs of other people, quotes from other people, or parodies of other people);
- must not disparage Sponsor or any other third party (*e.g.*, any person, product, location, retailer, company or brand);
- must not in any way contain any names, logos, symbols, slogans, parodies or trademarks of any retailer other than those of Sponsor;
- must not include personally-identifiable information;
- must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous, or features gratuitous violence dangerous stunts, real weapons of any kind, or drug use;
- 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;
- must not contain material that is unlawful, in violation of, or contrary to any laws or regulations; and
- must have been legally created (*i.e.*, does not violate any laws or regulations in the making of the Photographs).

Sponsor may disqualify any entry for any reason, including if it determines that the entry fails to confirm to these official rules in any way or otherwise contains unacceptable content. Sponsor is under no obligation to disclose why an entry has been disqualified.

4. Winner Selection: Sponsor's clock will be the official time keeper for all Promotions. Entries from one Promotion will not be included in other Promotions.

For Sweepstakes: Potential winners will be chosen in a random drawing conducted by Sponsor from among all eligible entries received for the applicable Promotion on or about the date set forth in the Promotion Posting. Odds of winning a particular Promotion will depend on the number of eligible entries received for such Promotion.

For Contests: In the event winners are judged based on the "best" submitted story, photo, video, essay, message or other similar type of submission ("Submissions"), a judge or judges selected by Sponsor will determine the winner based on originality, creativity and relevance to the theme of the Promotion. If alternate criteria are provided in the Promotion Posting, such criteria shall apply. Sponsor reserves the right not to award the prize(s) in any contest if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries for that contest.

5. Winner Notification: Winners will be notified within ten (10) business days following the conclusion of the Promotion by a message or post via the Social Media Site used for the applicable Promotion and/or via e-mail and/or telephone, depending on the information provided at the time of entry. Potential winners may be required to sign and return an Affidavit of Eligibility, Liability Release and, where legally permissible, Publicity Release and/or provide other personal or tax information. Potential winners will have two (2) business days to provide all such information and to execute and return the Affidavit of Eligibility, Liability Release and Publicity Release (if required by ORF).

If a potential winner cannot be contacted, does not respond to such notification within two (2) business days of attempted notification or any other time period specified, does not meet the stated eligibility requirements, refuses the prize, or is ineligible to accept the prize, or fails to claim the prize as directed, or is otherwise not in compliance with these Official Rules, such potential winner will be disqualified and ORF reserves the right to randomly select an alternate winner from the remaining eligible entries received for the applicable Promotion. Sponsor's decisions concerning selection of winners, as well as all other matters relating to any Promotion, are final and binding.

6. Prizes: The number and approximate retail value of prizes awarded in any Promotion will vary and will be set forth in the Promotion Posting. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Prizes may not be substituted, transferred, assigned or redeemed for cash except at Sponsor's sole discretion. Sponsor reserves the right, in its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Prize includes only what is specified in the prize description. If a prize is a product or service of a party other than Sponsor then it shall be subject to the terms and conditions (policies, redemptions, expiration dates, etc.), which shall be subject to change, that are established by that party. Winners will be required to provide name, address, phone number, age confirmation and other information in order to receive the prize. Winners of concert/event tickets must be available to attend such concert/event on the date specified or another winner will be selected by Sponsor. By accepting the prize, Winner agrees to hold the Promotion Entities and their respective related entities, officers, directors, employees, agents, representatives, successors and assigns harmless for any injury or damage caused or claimed to be caused by participation in the Promotion or acceptance or use of the prize. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.

7. Ownership/Use of Entries: By submitting an entry, each entrant agrees Sponsor shall have a perpetual, irrevocable, assignable, royalty free, fully paid-up license to exploit, edit, modify, post, disseminate, create derivative works of, distribute and otherwise use the entry and all elements of such entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised (including, without limitation, on Sponsor's websites and social media accounts), in perpetuity without compensation or notification to, or permission from, entrant or any third party.

8. Your Privacy: To participate in a Promotion, you may be asked to provide certain information that can be used to identify or locate you ("**Personal Information**"). This Personal Information will be treated in accordance with ORF's **Privacy Policy**, which permits Sponsor to contact you in connection with the respective Promotion, as well as for general marketing and promotional purposes. By participating in a Promotion, you consent to receive news, updates and/or promotional information from Sponsor and its related or affiliated entities and brands.

9. Publicity/Personal Release: Except where prohibited by law or regulation, by entering a Promotion and/or accepting a prize you grant Sponsor, or a party designated by Sponsor, permission to use your name, username/online alias, address (city and state), photograph, voice and/or other likeness, prize information, and/or any photo or video entry in all media now known or hereafter discovered (including, without limitation, on Sponsor's websites and social media websites, such as Facebook, Twitter and Instagram), worldwide in perpetuity, for any purpose in reference to a Promotion without additional compensation, consideration or consent. Sponsor reserves the right to use any entry material in all print and electronic media, and to edit any such material in its sole discretion.

10. RELEASE OF LIABILITY; WAIVER OF CLAIMS; INDEMNITY: For each Promotion you enter, you agree for yourself and your heirs, executors, and administrators: (a) to release and hold harmless the Promotion Entities and their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any liability, illness, injury, death, loss, litigation or damage that may occur, directly or indirectly, whether caused by negligence or not, from your participation in a Promotion and/or your acceptance, possession, use or misuse of any prize, or any portion thereof, including any travel related thereto; (b) to indemnify the Released Parties from any and all liability resulting or arising from the Promotion and to hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that are sent along with a prize; (c) if selected as a winner, to the

use by the Released Parties of your name, username/online alias, voice, photograph, image and/or likeness for publicity, promotional and advertising purposes, in any and all media now or hereafter known, throughout the world, in perpetuity, without additional compensation, notification, permission or approval, and upon request to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion at Sponsor's sole discretion.

11. NO CLASS ACTIONS; GOVERNING LAW; JURISDICTION AND VENUE: For each Promotion you enter, you agree, except where prohibited, that: (1) any and all disputes, claims and causes of action arising out of or connected with the Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Los Angeles County, California, and you hereby waive any and all objections to jurisdiction and venue in these courts and hereby submit to the jurisdiction of those courts; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event will attorneys' fees, costs or expenses be awarded or recoverable; and (3) under no circumstances will you be permitted to obtain any award for, and you hereby knowingly and expressly waive all rights to seek, punitive, incidental, special, consequential or any similar damages, including, without limitation, lost profits, and you further waive any and all rights to have damages multiplied or otherwise increased. The remedy for any claim hereunder shall be limited to actual damages and in no event shall any party be entitled to recover punitive, exemplary, consequential or incidental damages, including attorney's fees, costs or expenses, or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. California state law, without reference to California's choice of law rules, shall govern the Promotion and all aspects related thereto.

12. Promotion Administration; Disclaimer of Liability; Disqualification; Prohibited Actions: Each Promotion is subject all applicable federal, state and local laws. All interpretations of these Official Rules and decisions by Sponsor are final. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor shall assume no liability resulting from losses, delays, mistaken addresses on mail or e-mail received, typographical errors, technical, computer or telephone malfunctions, loss or theft of computer or telephone data, damage to software or computer equipment, fraudulent calls or any other mistake. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. Sponsor reserves the right to select a winner from eligible entries received as of the termination date. Sponsor reserves the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit an entrant from participating in the Promotion if it determines in its sole discretion that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices, or intending to abuse, threaten or harass other entrants. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations) or other "force majeure" event will not be considered a breach of these Official Rules.

13. Winner's List: For the name of the winner(s) of a Promotion, send your request with a self-addressed stamped envelope to ORF., Social Media Promotions, Attention: Business & Legal Affairs, P.O. Box 241579, Los Angeles, CA 90024, no later than thirty (30) days following the conclusion of the applicable Promotion.

Promotions are in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram or any other Social Media Site utilized by the Promotion.

If entering via Facebook, you understand that by entering, you are providing your entry information to Sponsor and not Facebook.