



MEMO & PROMOTION NOTICE

Official How Do You Boo? Instagram Photo Contest Rules & Regulations

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

These are the official rules that govern the operation of the How Do You Boo? Instagram Photo Contest taking place October 15-31, 2021. This Contest is sponsored by Kids Quest, Inc. ("Sponsor") and is no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. **Void where prohibited by law or where prior registration or approval is required, including, but not limited to, Arizona, Puerto Rico and other US territories or possessions.**

1. **Eligibility:** This Contest is open to individuals who meet all the following criteria:
 - a. By entering a submission in the How Do You Boo? Instagram Photo Contest, you affirm that you are at least 18 years of age, or an emancipated minor, or at least 13 years of age and possess legal parental or guardian consent to participate in this Contest and that you are fully able and competent to enter into terms, conditions, obligations, affirmations, representations and warranties set forth in these official rules.
 - b. You are a Facebook, Instagram, and/or Twitter follower of Sponsor
 - i. Kids Quest Instagram account:
 1. @kidsquestinc
 - ii. Cyber Quest Instagram account:
 1. @cyberquestarcade
 - c. You confirm that your submission is your own original work, is not copied or saved from any other person's work via the internet and has not previously been submitted for voting. All images will be subject to reverse image search verification.
 - d. You are not an employee of Sponsor or any Sponsor parent, subsidiary or group company;
 - e. You are not involved in any part of the administration and execution of this Contest.
 - f. You are not an immediate family (parent, sibling, spouse, child) or household member of:
 - i. An employee of Sponsor or a Sponsor parent, subsidiary or group company; or
 - ii. A person involved in any part of the administration and execution of this Contest.
 - g. Each Entrant will be responsible for ensuring that their participation in, and entry into, this contest is valid and in compliance with their relevant local law. This Contest is void where prohibited by law and where prior registration or approval is required including, but not limited to, Arizona, Puerto Rico and other US territories or possessions.
2. **Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decision of Kids Quest, Inc. as final and binding as it relates to the content and winners of this Contest.
3. **Sweepstakes Period:** Entries will be accepted online starting Friday, October 15, 2021, at 12:00AM CST and ending Sunday, October 31, 2021 at 11:59PM CST.
4. **How to Enter:** The Contest must be entered by submitting an entry via Instagram and tagging one of the handles listed under section 1.b and using hashtags #HowDoYouBoo, and #KQHalloweenFun or #CQHalloweenFun.
 - a. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Kids Quest.



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- b. You may enter as often as you like, but you must provide the information requested. If you use fraudulent methods, fraudulent information, or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Kids Quest, Inc. **Entering more than once does not improve your chances of winning.**

5. **Prizes:** The Winner(s) of the Post Your Pumpkin Contest will receive one of the following:
 - a. Grand prize (3): \$100 Visa gift card
 - b. First prize (10): Choice between a \$25 Kids Quest gift card or a \$20 Cyber Quest Club Card
 - c. The specifics of the prize shall be solely determined by Kids Quest, Inc. No cash or other prize substitution shall be permitted except at Kids Quest, Inc. discretion.
 - d. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winner is permitted. Acceptance of prize constitutes permission for Kids Quest, Inc. to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. **Odds:** The odds of winning depend on the number of eligible entries received.

7. **Winner Selection and Notification:** Winners will be selected after review of entries by a panel of judges under the supervision of Kids Quest, Inc. Winners will be notified by email by Friday, November 5, 2021. Kids Quest shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information.
 - a. If Winner cannot be contacted, is ineligible, fails to claim the prize within 5 business days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations.
 - b. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Kids Quest's sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

8. **Rights Granted by You:** By entering this Contest, You understand and agree that Kids Quest, anyone acting on behalf of Kids Quest and Kids Quest licensees, partners, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

9. **Terms & Conditions:** Kids Quest reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should a virus, bug, non-authorized human intervention, fraud, or other cause beyond Kids Quest control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Kids Quest may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Kids Quest. Kids Quest reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts tampering with the entry process or operation of the Contest or website or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil



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laws. Should such attempt be made, Kids Quest reserves the right to seek damages and remedies available to the fullest extent permitted by law.

10. Limitation of Liability: By entering, you agree to release and hold harmless Kids Quest and its parent company, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Post Your Pumpkin Contest and/or his/her acceptance, possession, use or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Contest IS GOVERNED BY THE LAWS OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of the participating in this Contest participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Minnesota having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Kids Quest website.

Sponsor: The Sponsor of the How Do You Boo? Instagram Photo Contest is Kids Quest, Inc.

The Sponsor of the How Do You Boo? Instagram Photo Contest is Kids Quest, Inc. and can be contacted through the following:

Attn: How Do You Boo? Instagram Photo Contest
Kids Quest Marketing Department
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Plymouth, MN 55447
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