

**Terms and Conditions
for Contestants of the contest, "Kicking the Bucket List"**

1. General

- a. The contest "Kicking the Bucket List" (hereby referred to as "Contest") is a monthly contest organized by Stranger In This Town at www.strangerinthistown.com
- b. Contestants must abide by the Terms & Conditions laid out in this document

2. Terms and Conditions for Contestants

- a. The Contestant may enter multiple times per month, according to the Entry Guidelines laid out below.
- b. The Contest is not affiliated with, sponsored by, or directly supported by Facebook, Twitter, or Instagram. All terms and conditions for said social media networks apply to entries provided by contestants.
- c. There is no fee for participation in the Contest. Internet connection and service charges incurred by contestants' providers shall be borne by the Contestant.

3. Entry Guidelines

- a. Entries must be submitted via email to Stranger In This Town at the address provided with the Contestant's contact information to be considered an official entry.
- b. Entries may also be shared on social media (Facebook, Twitter, Instagram) with the following criteria:
 - i. They shall be accompanied by the hashtag #kickthebucketlist
 - ii. They shall "mention" Stranger In This Town on the corresponding social media network (i.e., @SITTbecky on Twitter)
 - iii. Entries not shared on social media are not disqualified; however, The Contestant is strongly encouraged to share them for public vote.
- c. Content must be original and correctly submitted via the entry guidelines to be eligible for consideration in the Contest.

4. Prizes and Contest Organization

- a. Stranger In This Town will offer one prize to one Contestant (thusly determined to be the "Winner"), to be determined by a combination of social media popularity (Twitter retweets, Facebook likes, Instagram likes, etc.) and the subjective discretion of Stranger In This Town.
- b. Monthly contests run from the 5th of each month until the final calendar date of the same month. Contestants must submit their monthly goal to the email address provided by the 5th of the month to be eligible to participate in that month's contest.
- c. Content must be original and correctly submitted via the entry guidelines to be eligible for consideration in the Contest.
- d. One (1) Winner will be announced on Stranger In This Town's Web site and social media, and personally contacted via email, or, in the event that the Contestant has not supplied accurate contact information, will be announced publicly on social media.

- e. The Winner must confirm the Prize within one week in writing via email to the address provided, or he/she forfeits claim to the Prize.
 - i. If the Winner does not confirm claim to the Prize within one week (7 days) of the announcement, Stranger In This Town will be under no obligation to make enquiries and may offer the Prize to an alternative Winner. The Contestant's right to claim the Prize also lapses if the prize cannot be delivered because inaccurate data has been provided. If the Prize cannot be delivered, Stranger In This Town will select a second winner. The same rules apply to any second winner subsequently selected.
- f. Prizes are provided to Stranger In This Town by third parties, and as such, are entirely subjected to the terms, conditions, and restrictions set forth by the respective party. Stranger In This Town shall communicate such conditions to the Winner to the best of her knowledge upon awarding the prize.
- g. Stranger In This Town is not responsible for any breach of terms, conditions, or restrictions by the third party on the part of the Winner.

5. Privacy Policy, Intellectual Property & Rights of Use

- a. The Contestant is responsible for the accuracy of supplied data, both to Stranger In This Town and corresponding third party providers (Facebook, Twitter, and Instagram)
- b. The Contestant agrees that all information provided by The Contestant to Stranger In This Town including name, age, and accompanying multimedia, shall be shared for promotional purposes on Stranger In This Town's Web site and corresponding social media associated with it. Data will not be transmitted outside Stranger In This Town's social media handles, nor with additional third parties.
- c. By uploading Content, the Contestant grants Stranger In This Town a perpetual, nonexclusive, transferable, free of charge, worldwide license to use, copy, quote and depict in public the Content for commercial, advertising or other associated purposes. Subsequently, the Contestant warrants that he/she is entitled to grant such a license. The granting of the license cannot be revoked by the Contestant.
- d. The Contestant may neither imitate nor duplicate the Content, nor sell or disseminate it, nor make it available to third parties.
- e. Stranger In This Town is furthermore entitled to alter submitted Content for formatting or presentation purposes on Stranger In This Town's Web site and corresponding social media platforms.

6. Content

- a. The Contestant declares that he/she owns all rights to any submitted Content (including image material and text), and is not infringing on any third party rights. The Contestant declares that he/she and any persons or localities depicted, is/are in agreement with the publication of the Content and all information provided is true. The Contestant shall indemnify Stranger In This Town irrevocably and for an unlimited period of time from any and all potential third party claims made as a result of the Contestant's entry.
- b. The Contestant is solely responsible for all Content which the Contestant uploads or publishes. Content which the Contestant has not created or for which he/she does not

have authorization or rights to ownership may not be uploaded and published as detailed in the below paragraphs.

- c. The Contestant undertakes to comply with statutory or official requirements, to respect any conflicting rights of third parties (particularly copyright, trademark rights or personal rights) and to observe these Terms and Conditions for Contestants. The following are strictly prohibited when submitting Content:

- Publication of third party personal data (including, but not limited to, name, address, telephone number, occupation or email address)
- Publication of confidential or otherwise private documents or correspondence
- Publication of direct, linked, or suggested content that is immoral, pornographic, hateful, violent, or discriminatory. Such content is also prohibited if it glorifies the above descriptions.
- Any violation of applicable laws or creating links to any posts to this effect
- The publication of untrue assertions, insults or abusive criticism or the use of vulgar or obscene language and a disrespectful, provocative and aggressive attitude towards other members or third parties.

- d. Stranger In This Town reserves the right to block and ban any Content that is not in accordance with these Terms & Conditions at any time without prior notification. This does not place any obligation on Stranger In This Town to review or verify accuracy or legality of Content submitted by Contestants.
- e. All Content is the sole responsibility of the Contestant who submitted it. Stranger In This Town is hereby not responsible for Content produced by or submitted by Contestants.
- f. Stranger In This Town is not responsible for the content of third parties, including Web sites, that may be shared on Stranger In This Town's Web site or corresponding social media. The terms and conditions of use of the third party providers shall apply.

7. **Liability**

- a. Stranger In This Town and its legal representatives and vicarious agents shall only be liable for damage suffered by the Contestant if such damage has been caused with intent or through gross negligence by Stranger In This Town or its legal representatives. This includes the entire participation process of the Contest, including activities in which the Contestant partakes to enter the Contest, as well as subsequent activities in which the Contestant may partake upon being awarded a Prize. This limitation of liability shall not apply to damage caused by injury to life, limb or health. Furthermore, it shall not apply in the case of a breach of a material contractual obligation. In such a case Stranger In This Town's liability shall be limited to damage that was foreseeable at the time this agreement was formed. A breach of a material contractual obligation is a breach that goes to the very root of the agreement that it renders the contract irreparably broken.
- b. Stranger In This Town cannot, and does not, guarantee that the Contest will be available at all times. Stranger In This Town may also withdraw the Contest at any time. Stranger

In This Town is not responsible for disadvantages or damage due to the Contest not being available or being withdrawn.

- c. Stranger In This Town may in no way be held responsible for losses or damage arising in connection with the contest or a transmission error or any other difficulties, particularly of a technical nature (e.g. overloading), or due to losses of data.
- d. In entering the Contest the Contestant indemnifies Stranger In This Town against all claims, including claims for damages, that other users or other third parties assert against Stranger In This Town due to their rights being violated by the Content posted by the Contestant.

8. Miscellaneous

- a. It is not possible for the prize to be paid out in cash, exchanged for other material assets and/or transferred to another person. In the unlikely event that the prize should be unavailable, Stranger In This Town reserves the right to replace it at its own discretion by one of equivalent value.
- b. These Terms and Conditions may be amended at any time. This shall particularly be the case if it cannot be guaranteed that the Contest will be properly carried out.
- c. Stranger In This Town reserves the right to discontinue or cancel the competition at any time and without advance notice if proper implementation of the competition can no longer be guaranteed.
- d. If individual provisions of these Terms and Conditions for Contestants should be or become invalid, this shall not affect the validity of their remaining provisions.
- e. This Agreement is governed by and shall be construed in accordance with the laws of The United States of America.
- f. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of The United States of America.