

## **MAKER MEDIA 3D PRINTER FATHER'S DAY CONTEST** **OFFICIAL RULES**

**Important:** Please read these Official Rules ("Rules") before entering the 3D Printer Father's Day Contest (the "Contest"). By submitting an Entry (defined below), you agree that these Rules form a legally binding agreement between you and Maker Media, Inc. ("Make:") with respect to this Contest and that you will be bound by these Rules. Your failure to comply with these Rules may result in disqualification of your Entry. *Make:*'s decisions and interpretations of the Rules are final and binding in all matters related to the Contest.

1. **SPONSOR:** The Contest is sponsored by Maker Media, Inc., 1005 Gravenstein Hwy North, Sebastopol, CA 95472.
2. **ELIGIBILITY:** This Contest is open to individuals who are 18 or older as of the time of the Entry. The following are not eligible to submit or participate in any group submitting an Entry: (a) individuals under 18 years of age; (b) employees of Maker Media, Inc. or any of its affiliates; (c) employees of any other company or individual involved with the design, production, or execution of the Contest, or (d) the immediate families (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of any person listed in (b) or (c) of this paragraph. (All of the foregoing are "Eligibility Criteria.")
3. **CONTEST DESCRIPTION:** Eligible individuals who want to participate in the Contest must submit a comment using the comment field at <http://wp.me/p22K2I-1GUH> ("Entry"). In the Entry, prospective participants in the Contest ("Entrants," or "You") will leave a comment about what you or your dad would likely print with a 3D printer. *Make:* editors will review the Entry and select the winner based on creativity of their entry.
4. **ENTRY PERIOD:** The period for submission of Entries opens at 12:01 pm PST on Friday, June 6th, 2014, and ends at 11:59 p.m. PST on Thursday, June 19, 2014 ("Entry Period"). Entries received before the Entry Period will not be considered unless they are re-submitted during the Entry Period. Entries received after the Entry Period will not be considered.
5. **JUDGING:** All eligible Entries will be judged by a panel of *Make: magazine* editors using the following criteria: Creativity.
6. **PRIZE:** The winner will receive a Leapfrog Creatr XL printer (\$5995.00 retail value) provided by Leapfrog 3D Printers. All prize amounts are in US dollars. All prizes will be awarded, provided they are properly claimed. Prizes are not transferable. No substitutions or exchanges of the prizes will be permitted, except that Leapfrog 3D Printers reserve the right to substitute a prize of equal or greater value for any prize that becomes unavailable. The prizes are awarded "as is" and without warranty of any kind, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Acceptance or use of prize is at Winners' own risk. All federal, state, and local taxes are the responsibility of the Winners. Limit one prize per household.
7. **TAXES:** The winning Applicants will be responsible for payment of taxes on the ARV of the prize they receive under the tax laws of the jurisdiction in which they live. Leapfrog 3D Printers will file a 1099 form (or equivalent if the winner is a foreign resident) with the appropriate authorities.
8. **WINNER NOTIFICATION AND VERIFICATION:** The winner will be notified before Monday, June 30, 2014. The potential winner is subject to verification. *Make:* is not responsible for any change of an Entrant's email address or other contact information. If any prize notification or Contest-related communication is rejected, faulty, returned as undeliverable; if the potential winner does not respond according to the notifications or *Make:*'s instructions; if the winner or potential winner fails to comply with these Rules; or if a potential winner cannot be reached after a reasonable attempt has been made by

*Make:* (as determined by *Make:* in its sole discretion), that winner or potential winner may be disqualified and an alternate winner may be selected by *Make:*. In the event that a potential winner is disqualified for any reason, *Make:* reserves the right to award the prize to an alternate Entrant even if the disqualified potential winner's name may have been announced.

8. **NO SPONSOR LIABILITY.** By submitting an Entry, You agree that your submission is voluntary and made without restriction, will not place *Make:* under any obligation, and that *Make:* is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to You. You acknowledge that, by accepting your Entry, *Make:* does not waive any rights to use similar or related ideas previously known to *Make:*, or developed by its employees, or obtained from sources other than You. You acknowledge and agree that nothing in these Rules will require *Make:* to use the Entry in part or in whole or to include the Entry in any *Make:* property, including, without limitation, any web site or any other online or offline property. You acknowledge and agree that the relationship between you and *Make:* is not a confidential, fiduciary, or other special relationship, and that your decision to submit your Entry for purposes of the Contest does not place *Make:* in a position that is any different from the position held by members of the general public with regard to elements of the Contest, other than as set forth in these Rules. You acknowledge and agree that *Make:* does not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to your Entry.

9. **GENERAL LIABILITY RELEASE.** BY SUBMITTING AN ENTRY, YOU AGREE THAT YOU ARE NOT ENTITLED TO RECOVER ANY DAMAGES OR PROVISIONAL RELIEF FROM *MAKE:* IN CONNECTION WITH THE CONTEST. By entering the Contest, submitting an Entry, and/or accepting a prize, you agree to release *Make:* from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with: (1) the Contest, or (2) acceptance or awarding of any prize, (including, without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional). This release covers any and all claims, whether under a theory of contract, warranty, tort (including negligence, whether active, passive, or imputed), strict liability, product liability, contribution, or any other theory.

10. **FILM, PHOTOGRAPH, RECORDING AND PUBLICITY RELEASE.** Except where prohibited by law, by submitting an Entry, you authorize *Make:* and its agents, to use your name, likeness, and all Entry submission materials, and/or prize information, in any and all media without territorial or time limitation, for any advertising, promotional, or any other purpose without further compensation to, or permission from you.

11. **GENERAL CONDITIONS:** *Make:*'s failure to or decision not to enforce any provision in these Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and/or these Rules (including any alleged discrepancy or inconsistency in these Rules), it will be resolved in *Make:*'s sole discretion. Entrants waive any right to claim ambiguity in the Contest or these Rules. The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Any attempt to tamper with the Contest site or to circumvent these Rules will invalidate the Entry.

12. **GOVERNING LAW:** The Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed, construed, and interpreted under the laws of the State of California, without reference to its conflicts of law principles. Any legal actions, suits or proceedings related to this Contest (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in San Francisco, California and each Entrant accepts and submits to the personal jurisdiction of these California courts with respect to any legal actions, suits or proceedings arising out of or related to this Contest.