



## 303 Creative for All Participation Terms

### NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE.

**1. PROMOTION DESCRIPTION:** The 303 Creative for All promotion (the "**Promotion**") offers eligible, engaged, "Couples" (as defined in [Section 2](#)) the opportunity to share their story (the "**Story**" or "**Stories**") for consideration to have wedding website professionally designed on their behalf (the "**Wedding Site**"). The Sponsor of this Promotion is WorkInProgress, 2465 Central Ave, Suite 110, Boulder, CO 80301 ("**Sponsor**"). The administrator of this Promotion is Creative Zing Promotion Group, 2100 E Robinson Street, Orlando, FL 32803 ("**Administrator**"). The Sponsor and Administrator shall collectively be referred to as the "**Promotion Entities**". Wedding Websites will remain live for up to one (1) year from the creation date or as otherwise agreed upon by the Couple and Sponsor. There are up to ten (10) Wedding Websites available.

Note: This is not a contest or sweepstakes; no prizes or compensation of any type will be awarded because of participating. The Wedding Websites have no associated retail value, and there is no guarantee as to the number of Wedding Sites that will be designed.

The Promotion will operate as follows:

- **Promotion Period:** The Promotion Period begins on or about 6.26.23 and ends when up to ten (10) Wedding Websites have been awarded or on 7.31.23 at 11:59:59 pm Pacific Time ("**PT**"), whichever comes first.
- **Review:** Stories will be reviewed throughout the Promotion Period, and Sponsor will select eligible Couples, on a first come first served basis, for further consideration to receive a Wedding Website.
- **Notification:** Throughout the Promotion Period, Couples being considered for a Wedding Website (as determined at the sole discretion of the Sponsor) will be notified via email to request further information, as detailed in [Section 5](#).

**2. ELIGIBILITY:** To be considered for a Wedding Website, the Couple must meet the following eligibility criteria:

- The Couple must be engaged, of any sexual orientation, and be having a wedding;
- Both partners in the Couple must be a legal US resident and physically reside in the US; and
- Each partner in the Couple must be at least eighteen (18) years of age and the age of majority in their state of primary residence.

**3. HOW TO PARTICIPATE:** Eligible Couples must visit [www.303creativeforall.com](http://www.303creativeforall.com) and follow the onscreen instructions to complete the application and share their Story. Couples must provide all the required information and comply with the technical specifications (such as a word count) detailed on the application. Couples must affirmatively agree to these Participation Terms and click Submit to be considered for a Wedding Website. Applications must be submitted by 7.31.23 at 11:59:59 pm PT.

**4. GUIDELINES:** For consideration, Couples and Stories must meet the following criteria:

**Must:**

- Stories must be a truthful representation of the Couple and the Couple's experiences;
- Couples must meet the eligibility requirements, as stated in [Section 2](#);
- Stories must meet the technical specifications as detailed on the application;
- Couples must comply with these Participation Terms.

**Must Not:**

- Stories must not name or identify individuals who have not expressly agreed to have their name or identity utilized in the Story;
- Stories must not be inappropriate, offensive, libelous, defamatory, or be otherwise unlawful;
- Stories must not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal rights or any other third party rights.

**Limit one (1) application per Couple.** Sponsor, in its sole discretion, will determine which applications have satisfied the eligibility requirements. Incomplete, unreadable, or unintelligible applications will not be considered. Sponsor reserves the right to disqualify any Couple that it determines to be in violation of these Participation Terms. Sponsor's decision not to enforce a specific provision of these Terms does not constitute a waiver of that provision or of the Terms generally. **Sponsor has the right to change the Promotion Period and all other dates or deadlines set in connection with this Promotion.**

**5. COUPLE NOTIFICATION AND RELEASES:** Throughout the Promotion Period, Couples being considered to receive a Wedding Website will be contacted via email by the Sponsor. Couples will be required to respond as directed to the notification. Couples may be asked to answer additional questions and provide additional information, as requested by the Sponsor. If selected to receive a Wedding Website, the Couple will be required to complete Participation Releases and other related documents that may be required (collectively, the "**Participation Documents**"). The Couple will also have the option (not obligation) to participate in publicity activities. If applicable, the Couple may be asked to complete a Publicity Release. The Couple will be required to return the Participation Documents in accordance with the deadlines communicated by the Sponsor. The failure to respond to the Sponsor or return the Participation Documents in accordance with the stated deadlines may result in forfeiture of participation in the Promotion.

**6. NATURE OF RELATIONSHIP:** Each Couple understands and acknowledges that the Promotion Entities have wide access to ideas, designs, and other materials and that new ideas are being developed by their own employees, suppliers, and business partners. Each Couple also acknowledges that many ideas may be competitive with, similar, or identical to Story in theme, idea, format, or other respects. Each Couple acknowledges and agrees that they will not bring any action against Promotion Entities or any third parties and will not be entitled to any compensation as a result of the Promotion Entities or any third parties' use of any such similar Story. Couples acknowledge and agree that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of copyright or other intellectual property rights in and to the Story. Nothing stated herein should be construed to create any kind of employment

relationship, contractor relationship, work for hire, partnership or joint venture with Promotion Entities.

**7. INDEMNITY:** Couples hereby agree to indemnify, defend and hold harmless the Promotion Entities and each of their respective parents, affiliates, divisions, subsidiaries, successors, and assigns and each of their respective employees, shareholders, officers, directors, contractors, and representatives (collectively, the "**Released Parties**") from and against any and all liability, claims, loss, damage, injury or expense, including reasonable outside attorneys' fees, arising out of or in connection with any third party action arising out of or resulting from (a) any Couples participation in the Promotion, or (b) a breach or alleged breach of any of Couples obligations.

**8. GENERAL TERMS AND CONDITIONS:** By participating, each Couple agrees that the Released Parties are not responsible or liable for, and shall be released and held harmless from: (a) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable applications or other correspondence; (b) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (c) any condition caused by events beyond the control of the Released Parties that may cause the Promotion to be disrupted or corrupted; (d) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Promotion; (e) any and all losses, damages, rights, claims and actions of any kind in connection with or resulting from participation in the Promotion; (f) acceptance of any benefit that may be provided, including without limitation, personal injury, death and property damage arising therefrom; and (g) claims based on publicity rights, defamation or invasion of privacy. Notwithstanding anything to the contrary, the Promotion Entities reserve the right, in their sole discretion, to adjust times and dates in these Participation Terms at any time and to suspend or cancel the Promotion at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Promotion, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Promotion Entities. Promotion Entities reserve the right, at their sole discretion, to prohibit any Couple or individual from participating in the Promotion or to disqualify or block any individual they find to be tampering with or attempting to undermine the legitimate operation of the Promotion or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The invalidity or unenforceability of any provision of these Participation Terms shall 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 Participation Terms shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. BY PARTICIPATING IN THE PROMOTION, THE COUPLE AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY COUPLE BE PERMITTED TO OBTAIN ANY AWARD FOR, AND COUPLE HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**9. DISPUTES:** This Promotion is governed by the laws of the United States and the State of Colorado, without respect to any choice of law or conflict of law principles that would result in the

application of any law other than that of Colorado. As a condition of participating in this Promotion, each Couple agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Promotion, shall be resolved individually through binding arbitration, without resort to any form of class action, in accordance with the arbitration provision set forth below.

**10. ARBITRATION PROVISION:** By participating in this Promotion, Couples agree that (1) any and all disputes, claims and causes of action arising out of, or connected with the Promotion shall be resolved exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Sponsor; (2) the AAA shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Couples be permitted to obtain awards for, and Couples hereby waive all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Couple's actual out-of-pocket expenses (i.e., costs directly attributable to participating in this Promotion), and Couples further waive all rights to have damages multiplied or otherwise increased.

**11. PRIVACY POLICY:** Any personal information supplied to Sponsor will be subject to its privacy policy posted at <https://www.wipbdr.com/privacy>. By participating in the Promotion, Couple grants the Sponsor permission to share personally identifiable information with the Administrator (as needed) for the sole purpose of Promotion administration.