



### How to Enter:

- Email a photo of your little one wearing BabyLegs Valentines Themed Warmers. All entries must be received by 2/10/12.
- Photo must be high quality- No blurry, dark or out of focus shots please!
- Photos are judged on creativity, the way you show the BabyLegs and entertainment value. Funny photos are welcome as are photos with your child in costume or with other props.
- Email photos to [contest@babylegs.com](mailto:contest@babylegs.com)
- Feel free to post pictures on the BabyLegs Facebook page for everyone to enjoy! (email entry is still required).

### \*Winning Tips\*

- Choose photos that are in-focus and that you can clearly see your child's face and the BabyLegs.
- Have fun! Choose pictures that show your child smiling, having fun, and even doing funny things. Fun outfits are encouraged, or anything else you can think of. If you love it, so will we!

See full contest Terms and Conditions below

## **BabyLegs “Show Us the Love” Valentine’s Day Photo Contest**

### **OFFICIAL RULES**

#### **NO PURCHASE NECESSARY.**

#### **A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

#### **ELIGIBILITY:**

Participation in BabyLegs “Show Us the Love” Valentine’s Day Photo Contest (the “Contest”) constitutes full and unconditional agreement to, and acceptance of, these [www.BabyLegs.com](http://www.BabyLegs.com) Official Rules (the “Official Rules”). The Contest, owned and operated by BabyLegs®, BabyUnited LLC, United Legwear Company LLC (“the Company”) is open to legal residents of the United States who are: (a) eighteen (18) years of age or older; and (b) the parent or legal guardian (or a grandparent with consent from the parent or legal guardian) of a child that is between 1 month and 4 years of age at the time of entering the Contest. Employees, officers and directors of Company, its parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, their immediate family members and persons living in their same household, are not eligible to win prizes in the Contest. This Contest is offered in the United States only and, to the maximum extent permitted by applicable law, shall only be construed and evaluated according to applicable United States law shall only be construed and evaluated according to applicable United States law. Residents of Puerto Rico are ineligible to win prizes in the Contest. To obtain a printed copy of these Official Rules write to: The All American Photo Contest, 6333 1st Avenue South #8, Seattle, WA 98108.

#### **HOW TO ENTER:**

Entry must contain a photo depicting your child in Valentine’s Themed BabyLegs. The photo may be funny, cute, depict your child in costume or any other variety of props/situations. Photos will be judged on creativity, cuteness, and the depiction of BabyLegs Valentine’s Themed warmers. Photo should be emailed to [contest@babylegs.com](mailto:contest@babylegs.com) Submittal of a photo constitutes your entry submission (“Entry”). Entries must be received by 05:00 PM PST on February 10<sup>th</sup>, 2012. Entrants must comply with the Contest Official Rules. Entrants must own all rights to the contents/materials submitted in photo and written story. All entry submissions become the property of the Sponsor and will not be returned or acknowledged. LIMIT: One entry per household and you must own, and your child must appear in, a pair of BabyLegs warmers, tights or socks to be eligible to win a prize.

#### **POSTING OF SUBMISSIONS:**

Entry submissions may be posted on BabyLegs website, Facebook Fan Page, blog or other marketing venue at its sole discretion. BabyLegs may post certain submissions at [www.babylegs.com](http://www.babylegs.com) to be available for viewing by anyone with access to the internet. In the event your submission is posted, we will not disclose your full name nor your street address only your first name and state of residence will be posted. All content is subject to an approval process before it is posted. BabyLegs reserves the right to refuse to post or to

remove any content submitted at its sole discretion. Sponsor's decision on whether or not to post a submission will have no bearing on the determination of the winners. Non-personally identifiable information will be posted and only first name and state may be disclosed along with submission if posted on the website.

### **SUBMISSION FORMAT:**

- Photo submission upload must be 5 MB or less uncompressed in one of the acceptable formats: JPG, GIF, BMP, PNG
- Images may be at least 300 pixels tall x 300 pixels wide. • Entries should be emailed to contest@babylegs.com

BabyLegs will not be held responsible for incomplete, incorrect or late Entries. By participating, entrants agree to be bound by these Official Rules.

### **ENTRY GUIDELINES:**

All submissions cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means. Make sure your Photo depicts your child in a costume complete with BabyLegs legwarmers. You need the permission of anyone identified or depicted in the Entry (photo). Inappropriate photos will not be eligible. If you are not the copyright holder, you may not submit copyrighted images. Entrant must follow the guidelines stated in these rules.

### **ENTRY RESTRICTIONS:**

(Submissions must not include):

- Materials that violate or infringe another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringements;
- Materials in violation of any individual work, contract between entrant and another entity.
- Advertisements or commercial content materials that are inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous.
- Materials that are unlawful in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
- Materials for which you were compensated or granted any consideration by any third party.
- Materials that are false inaccurate or misleading or that violates any law or regulation.
- Materials that contain any computer viruses, worms or other potentially damaging computer programs or files.

**CONDITIONS OF ENTRY:** These official rules apply to this Contest and are subject to the [www.BabyLegs.com](http://www.BabyLegs.com) Privacy Policy and Terms and conditions. All writings, photographs, or other materials ("Entry") submitted in connection

with this Contest must not include unlawful, threatening, libelous, defamatory, indecent, obscene, violent, vulgar, pornographic or profane material, material that violates the intellectual property, privacy or other rights of third parties, or material that otherwise violates these Official Rules. By submitting Entry, you represent and warrant to BabyLegs and BabyUnited, Inc., (“BabyLegs”) that (i) the Entry is original; (ii) you own all rights, title and interest to the Entry and have the sole and exclusive right to license all of the rights therein to BabyLegs as set forth herein; (iii) BabyLegs’ use of the Entry, in whole or in part, will not infringe upon the rights of any third party including, without limitation, any intellectual property or privacy rights; and (iv) you have obtained written permission from any other person named, photographed or otherwise depicted in the Entry which will allow BabyLegs to utilize the Entry without compensation or objection.

By submitting Entry, you represent and warrant that you own all rights, title and interest in and to said Entry and have the sole and exclusive right to grant or transfer all of the rights in this paragraph to BabyLegs in exchange for the opportunity to submit Entry and once submitted, you hereby grant to BabyLegs an unrestricted, non-exclusive, perpetual, royalty-free, worldwide, transferable and irrevocable license and right, but not the obligation, to use, edit, alter, copy, reproduce, disclose, display, publish, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit the Entry, in whole or in part, whether in connection with the Contest or not, in any form, media or technology, now known or hereafter developed including, without limitation, broadcast and cable television, radio, mobile transmission, and the Internet, for any purpose whatsoever including, without limitation, advertising, promotion, entertainment or commercial purposes, without any payment to, or further authorization by, you. Under the license granted herein, BabyLegs shall be free to use any ideas or concepts contained in the Entry without further attribution, compensation or notice to any entrant, including the winner. You further grant to BabyLegs the unrestricted, irrevocable right, but not the obligation, to use your name, photograph, picture, likeness, moving image, voice, and biographical material and that of others contained in your submission, whether in their original form as submitted, or as altered, edited, lifted or reproduced by BabyLegs in perpetuity throughout the world, whether in connection with this Contest or not, in any and all media for any and all purposes without any payment to, or further authorization by, you. You agree to indemnify and hold harmless BabyLegs and its officers, directors, employees, agents, affiliates, Contest administrator, joint ventures, and third-party service providers from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, including attorneys' fees, arising out of a breach of your representations and warranties set forth above, or your violation of these Official Rules, any law or regulation or the rights of any third party.

### **JUDGING OF WINNERS:**

Entries will be judged on or about February 11<sup>th</sup>, 2012 from among all eligible entries received during the Contest Entry Period by a panel of judges designated by Sponsor on the following criteria:

- a) Depiction of your child in BabyLegs Valentine's Themed warmers
- b) Creativity of the photo
- c) Entertainment value

**TIE BREAKER:** In the event of a tie in scoring, the entry with the higher score for (c) entertainment value will be declared the winner. In the event of a further tie, the entry with the highest score for how well they demonstrate or describe the advantages of the BabyLegs will be declared the winner.

**PRIZES & CORRESPONDING MANUFACTURERS SUGGESTED RETAIL PRICE ("MSRP"):** One (1) First Prize: One (1) \$100 BabyLegs Gift Basket plus your child's winning photo on [www.BabyLegs.com](http://www.BabyLegs.com). Limit one prize per person or household. No cash value, change, transfer or other substitution of prize allowed, except at the sole discretion of the Sponsor who reserves the right to substitute a prize/prize component of equal or greater value for any prize/prize component that is unavailable for any reason. Winners are responsible for all applicable taxes, fees and charges on prize as may be necessary.

**NOTIFICATION OF WINNER:**

Winner will be notified by email using the email address submitted. Two attempts will be made to contact the potential winner within a forty-eight (48) hour period or within two business days. If both attempts fail to reach a potential winner for any reason, including the potential winner's use of a spam filter, or if the potential winner fails to respond for any reason to the notification as directed, the potential winner will be disqualified and an alternate winner may be randomly selected at the sole discretion of the Sponsor.

Winners will be required to sign and return an Affidavit of Eligibility and Release of Liability/Publicity (except where prohibited) within fourteen (14) business days of the date specified on notification and failure to comply within this time period may result in forfeiture of the prize. If a prize winner is deemed a minor in his or her state of residence, a parent or legal guardian must execute the above-mentioned documents and accept the prize on minor's behalf. Entrants are responsible for notifying Sponsor of changes in their email address. The prize will be fulfilled via a code emailed to the winner.

**GENERAL TERMS AND CONDITIONS:**

Sponsor will not be responsible for lost, late, incomplete, illegible, or misdirected entries due to any reason. Entries submitted using any kind of bot or automated technology will be void. Entry in the Contest does not constitute entry into any other promotion of the Sponsor. In the event of a dispute over the identity of an entrant, the authorized account holder of the email address submitted with the entry will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. All federal, state and local laws and regulations apply. Entrants must comply with all terms and

conditions of these Official Rules. Winning is contingent upon fulfilling all such requirements stated herein. Sponsor and its parent company, affiliates, subsidiaries, agents and advisers and the employees, officers, directors, shareholders, agents, and representatives of each are not responsible or liable for lost, late, or misdirected entries, computer, online, telephone, cable, electronic, software, hardware, transmission, connection, Internet, website, accessibility, or other access issues that might hinder the ability of a participant to enter or win the Contest.

Sponsor is not responsible if Contest cannot be implemented due to delays or interruptions caused by acts of war, natural disasters, weather, utility outages or acts of terrorism. Sponsor and its parent company, affiliates, subsidiaries, agents and advisers and the employees, officers, directors, shareholders, agents, and representatives of each are not responsible for errors in the administration or fulfillment of the Contest, including without limitation mechanical, electronic, human, printing, distribution or production errors. By entering the Contest, entrants (i) release and hold Sponsor, its affiliates, subsidiaries, agents and advisers and the employees, officers, directors, shareholders, agents, and representatives of each, harmless from and against any and all losses, liabilities, damages, rights, claims, and actions of any kind arising out of or relating to the Contest or acceptance, possession, use or misuse of any prize; (ii) agree to be bound by these Official Rules and Sponsor's decisions and privacy policy; and (iii) agree, if a winner, to permit (except where prohibited by law) Sponsor and any entities affiliated with Sponsor the opportunity and right to film, videotape, record and photograph him/her and to use his/her name, prize won, hometown, likeness and/or comments about winning for purposes of online posting, advertising, promotion and publicity in any media without additional compensation.

In the event the Contest is, in the opinion of the Sponsor, compromised by viruses, bugs, non-authorized human intervention or other causes beyond the control of Sponsor which corrupt or impair its administration, security, fairness or proper play of the Contest, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Contest from point of impairment, and select the winners from among all eligible entries received prior to termination. Sponsor and its parent company, affiliates, subsidiaries, agents and advisers and the employees, officers, directors, shareholders, agents, and representatives of each are not responsible for any error, omission, interruption, deletion, defect, delay in operation of transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor and its affiliates, subsidiaries, agents and advisers and the employees, officers, directors, shareholders, agents, and representatives of each are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software or failure of email on account of technical problems or traffic congestion on the Internet or any web-site or combination thereof, or for any injury or damage to participant's or to any other person's computer related to or resulting from participating or downloading materials in this Contest.

Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole

discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives.

**LEGAL WARNING:**

Any attempt to deliberately damage any online entry or web site or to undermine the legitimate operations of this Contest is a violation of criminal & civil laws. Should such an attempt be made, Sponsor reserves the right to disqualify such entrant & seek damages from any such person to the fullest extent of the law. Any and all disputes, claims and causes of action arising out of or in connection with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorney's fees.

**WINNERS LIST:**

To request the name of the winner in writing, (available after June 30, 2011), send in a self-addressed, stamped envelope to:

Winners – BabyLegs Father's Day Contest, 6333 1st Avenue South, #8, Seattle, WA 98108.

**CONFIDENTIALITY AND PRIVACY POLICY:**

By entering the Contest, entrants agree that in addition to being used for prize drawings, collected information from entrants may be used by Sponsor in a manner that is consistent with the Sponsor's Privacy Policy located at [www.BabyLegs.com](http://www.BabyLegs.com)

**SPONSOR:**

BabyLegs, 6333 1st Avenue South, #8, Seattle, WA 98108