

Contest Rules

Official Contest Rules

Todd Reed, Inc.

[2015 Pearl Street, Boulder, CO, 80302, USA.](https://www.toddreed.com)

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

1. Eligibility: This campaign (“Campaign”) is open only to those who sign up at forgedyourownway.hscampaigns.com and who are 18 years or older as of the date of entry. The Campaign is designed to give people ages 18 to 35 the chance to explain how they embody millennial ideals and are living their life by forging their own way. Campaign entrants will explain how they are forging their own way in a video. The Winner, as described below, may be featured on the Todd Reed, Inc. website (www.toddreed.com), the Todd Reed, Inc. Facebook page, and other Todd Reed, Inc. social and/or traditional media outlets.

2. Agreement to Rules: By participating, the contestant (“You” and “Your”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements, that your submission is not illegal or in violation of any law, regulation, treaty or administrative act, and that the laws of Your governing jurisdiction of residence at the time of entry do not prohibit or restrict the receipt of any Prize under this Campaign . In addition, You agree to accept the decisions of Todd Reed, Inc. as final and binding as it relates to the content of this Campaign. The Campaign is only open to legal residents of the United States, and is void where prohibited by law. Employees of Todd Reed, Inc., its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

3. Campaign Entry Period: Entries will be accepted online starting on February 14, 2018 at 8:00am MST and ending **March 15**, 2018 at 11:55pm MST.

4. Judging Period: Entries will be judged by Todd Reed, Inc. The Winner will be selected in the sole discretion of Todd Reed, Inc. and will be judged according to the criteria described in this Section 4 of these Official Contest Rules. Todd Reed, Inc. will judge the entries based on the following criteria:

- Effectiveness with which the video communicates how You represent and embody the Millennial spirit.
- Originality and creativity of the story in the video.
- Video quality and effectiveness in relating the overall content.

5. How to Enter: The Campaign must be entered by submitting an entry using the online form provided at forgedyourownway.hscampaigns.com. The entry must fulfill all Campaign 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 Todd Reed, Inc. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Todd Reed, Inc. Further, Todd Reed, Inc. reserves the right to reject any entry if, in its sole discretion, the laws of any applicable jurisdiction would prohibit or limit Todd Reed, Inc. from proceeding with the Campaign as intended or the consideration or awarding of any Prize would impose additional administrative, tax, operational, or legal burdens on Todd Reed, Inc.

All submissions must be received by 11:59 p.m. M.S.T. on Thursday March 15, 2018. Todd Reed, Inc. is not responsible for late or unsuccessful attempts to enter. Todd Reed, Inc. reserves the right to allow for minor fluctuations between Your timing device and the actual runtime of the submission on the website, based on clear intent to comply with the Official Contest Rules, as determined in Todd Reed, Inc.'s sole discretion. The Entrant should be able to provide on request all appropriate clearances, permissions and releases for the video submission, including releases from the submitting entrant and any third parties appearing in the submission. Incomplete, corrupted, untimely, or unintelligible entries will be disqualified. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Campaign, Todd Reed, Inc. reserves the right to determine in its sole discretion which entries have satisfied the entry requirements.

Video Submission Requirements:

- Maximum of two (2) minutes in length;
- Formats that forgedyourownway.hscampaigns.com accepts. Any other formats submitted and/or exceeding the time limit will be disqualified.
- Be Your original idea (modification of a previously published work shall not be considered an original idea). You should not knowingly copy another's work, but entries will not be excluded merely because another entrant has a similar idea.
- Comply with the forgedyourownway.hscampaigns.com terms of service and specifications for user submissions and/or video uploads, located at www.toddreed.com and as may be posted otherwise on the forgedyourownway.hscampaigns.com website.

Videos must NOT:

- Exceed two (2) minutes in play time;
- Contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage

- drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing;
- Include mention or performance of any copyrighted media production including but not limited to music, films, books, television programming, etc., or identifying descriptions of any media property.
 - Contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, video submissions must not include third party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures. Use music that isn't originally written, performed and produced by you, the entrant. We're not saying this because we don't love music; we do we really do! It's because we don't want to violate the copyright of musicians and artists. All music featured in any video must be available to publicize and broadcast on a license-free, no compensation basis.
 - Include third parties, including but not limited to minors, celebrities and friends who have not expressly authorized entrants to display their image, likeness or voice in any submitted video or otherwise use such image, likeness or voice in accordance with these Official Contest Rules.

By entering, You represent and warrant that Your entry (and Todd Reed Inc. and its designees' use thereof) does not and will not defame or otherwise violate the rights of any third party and does not and will not violate any federal, state, or local laws or ordinances. You further represent and warrant that You have secured the requisite consent from any third party referenced or appearing in their entries. To the extent that anyone under the age of 18 appears in a video, You represent and warrant that the minor's parents consented to the minor's appearance in the video and the public display of the video on www.toddreed.com or any other website. Sponsor reserves the right in its sole discretion to disqualify any entry that it believes violates any of the video submission requirements, does not otherwise comply with these Official Contest Rules, or that is not consistent with the spirit and theme of the Campaign. You will retain copyright in Your work, but each You grant to Todd Reed, Inc. a non-exclusive, worldwide, perpetual, assignable, royalty-free license to publish, reproduce, distribute, display, perform, create derivative works, transmit or disseminate the video and related content (the "Works") in all media or platforms whether now known or hereafter invented. You also waive any and all moral rights in the Works with respect to any use by Todd Reed, Inc., its owners, sublicensees, or assigns. Todd Reed, Inc. and its designees shall have the perpetual, worldwide right to publish and use the entries in any way, and in any media for trade, advertising, promotional, and/or other purposes as Todd Reed, Inc. and/or its designees may determine without further consideration to You or any third party.

6. Prizes: The Winner(s) of the Campaign (the "Winner") will receive a pair of sterling silver and 18 karat yellow gold wedding bands with a total value of \$2,200 (the "Prize"). Actual/appraised value may differ at time of Prize award. The specifics of the Prize shall be solely determined by Todd Reed, Inc. No cash or other prize substitution shall be permitted except at Todd Reed, Inc.'s sole discretion. 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 Todd Reed, Inc. to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

7. Odds: The odds of winning depend on the number of eligible entries received. In no event will more than one (1) Prize be awarded. Todd Reed, Inc.

8. Winner Notification: Winner will be notified by telephone and/or email on or after March 23, 2018. Todd Reed, Inc. 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. If Winner cannot be contacted, is ineligible, fails to claim the Prize within three (3) 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. Only one alternate winner selection will be made, after which any remaining Prizes will remain unawarded. Receipt by Winner of the Prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL CONTEST RULES BY WINNER (AT TODD REED, INC.'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by You: By entering this video content You understand and agree that Todd Reed, Inc., anyone acting on behalf of Todd Reed, Inc., and Todd Reed, Inc.'s licensees, 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 Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Todd Reed, Inc. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Todd Reed, Inc. from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Todd Reed, Inc. may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

10. Rights in Submissions: In consideration of Your video being reviewed and evaluated for this Campaign, You hereby grant to the Todd Reed, Inc., and its successors or assigns, the exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such video, or any portion thereof, in any media now known or hereafter devised including, but not limited to all forms of television and all forms of Internet and wireless protocol. You authorize Todd Reed, Inc. and any entities affiliated or in privity with Todd Reed, Inc. to utilize, for eternity and in any manner they see fit, the video submitted to Todd Reed, Inc., and to make derivative works from such materials solely in connection with the Campaign (i.e.,

to create promotional materials). You release Todd Reed, Inc., and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. You agree and acknowledge that participation in the Campaign, including, without limitation, Your decision to provide the submission to Todd Reed, Inc. for purposes of the Campaign, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between You and Todd Reed, Inc., does not place Todd Reed, Inc. in a position that is any different from the position held by members of the general public with regard to elements of Your video submission, and that the only contracts, express or implied, between You and Todd Reed, Inc. are as set forth in these Official Contest Rules and the release forms. The Winner may be required to complete and execute additional documents and have third parties execute Todd Reed Inc.'s documents in connection with the rights granted to Todd Reed, Inc. as a condition of Prize acceptance. In addition, by participating in the Campaign and submitting a video, You hereby grant permission (except where prohibited by law) for Todd Reed, Inc.'s use Your video, name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law. Except as required by law or permitted pursuant to these Official Contest Rules, Todd Reed, Inc. will not share Your information with any third parties.

11. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: You understand and acknowledge that Todd Reed, Inc. has wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. You also acknowledge that many ideas or stories may be competitive with, similar or identical to the submission and/or each other in theme, idea, plot, format or other respects. You acknowledge and agree that You will not be entitled to any compensation as a result of Todd Reed, Inc.'s use of any such similar or identical material. You acknowledge and agree that Todd Reed, Inc. does 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 the copyright in and to the submission. Finally, You acknowledge that, with respect to any claim by You relating to or arising out of Todd Reed, Inc.'s actual or alleged exploitation or use of any submission or other material submitted in connection with the Campaign, the damage, if any, thereby caused to the applicable You will not be irreparable or otherwise sufficient to entitle You to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the video or any other production based on or allegedly based on the submission, and Your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

12. Rights of Sponsor /Disclaimer of Liability: Todd Reed, Inc. shall have the right and sole discretion to edit, to refuse to air or transmit, or cease to air or transmit any video whatsoever which it finds to be in violation of these Official Contest Rules, or which it finds in its sole discretion to be otherwise objectionable for any reason, including with respect to Todd Reed, Inc.'s standards and practices and other policies. Todd Reed, Inc. also reserves the right to replace the Winner's video with the video of an alternate eligible entrant in accordance with these Official Contest Rules if such video and/or entrant is withdrawn from or removed from the Campaign for any reason, including

without limitation, Your failure to have Todd Reed, Inc.'s documents executed by third parties. Todd Reed, Inc. also reserves the right, in their sole discretion, to terminate the Campaign for any reason in the event that there is an error, malfunction, problem or other cause which impacts the operation, administration or security of the Campaign or Todd Reed, Inc. and, in such situation, to select the winner(s) from the eligible entries received prior to the action taken or in such manner as deemed fair and appropriate by Todd Reed, Inc. The opinions expressed in the videos are not necessarily (and in some cases not at all) those of Todd Reed, Inc. Todd Reed, Inc. is not responsible for any materials provided by entrants which are deemed harmful or offensive to others or for any harm incurred as a result of the video's creation. Todd Reed, Inc. is not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in the Videos transmitted on the website or on television. Todd Reed, Inc. makes no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in the videos. All statements and opinions made by entrants are those of such entrants only, and Todd Reed, Inc. neither endorses nor shall be held responsible for the reliability or accuracy of same. Todd Reed, Inc. is not responsible for the content or practices of third party websites that may be linked to the Campaign homepage. This site may also be linked to websites operated by companies affiliated with Todd Reed, Inc. Visitors to those sites should refer to each site's separate privacy policies and practices.

13. Warranty: It is an express condition of submission and eligibility that You warrant and represent that Your video is solely owned by You and solely created by You for the purpose of entering this Campaign, and that no other party has any rights or interest in the videos. You further represent and warrant that the videos and any use thereof by Todd Reed, Inc. or any partners, subsidiaries and affiliates in connection with programming, advertising, promotion and publicity, shall not infringe upon any statutory or common law intellectual property right (including, without limitation, any copyright) under U.S. and international laws and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

14. Indemnity: The Campaign may also be promoted by a third party or parties (each a "Promotional Partner," collectively "Promotional Partners"). You shall indemnify and hold harmless the Sponsor, any Promotional Partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, agents and representatives from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising in connection with any third party action arising out of a breach or allegation which if true would constitute a breach, of any of Your representations, warranties or obligations herein.

Terms & Conditions: Todd Reed, Inc. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Todd Reed, Inc.'s control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Todd Reed, Inc. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Todd Reed, Inc. Todd Reed, Inc. reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates

these Terms & Conditions. Todd Reed, Inc. has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Todd Reed, Inc. reserves the right to seek damages to the fullest extent permitted by law.

15. Release and Limitation of Liability: By entering, You agree to release and hold harmless Todd Reed, Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors (the "Released Parties") 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 Campaign 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; (vi) acceptance, possession, or use of any Prize, including without limitation, personal injury, death and property damage arising there from; and (vii) claims based on publicity rights, defamation or invasion of privacy. Todd Reed, Inc. reserves the right, in its sole discretion, to suspend or cancel the Campaign 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 Campaign, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Sponsor.

BY PARTICIPATING IN THIS CAMPAIGN, YOU AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CAMPAIGN, INCLUDING THE OFFICIAL CONTEST HOMEPAGE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE

ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

16. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF the United States of America AND the state of Colorado, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, 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 Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Colorado having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all 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 Campaign). Participant further waives all rights to have damages multiplied or increased.

17. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Todd Reed, Inc. website. To read the Privacy Policy, visit <https://www.toddreed.com/?page=privacy>.

18. Winners List: To obtain a copy of the Winner's name or a copy of these Official Contest Rules, mail your request along with a stamped, self-addressed envelope to: Todd Reed, Inc., [2015 Pearl Street, Boulder, CO 80302, USA](#). Requests must be received no later than June 1, 2018.

19. Sponsor: The Sponsor of the Campaign is Todd Reed, Inc., [2015 Pearl Street, Boulder, CO, 80302, USA](#).

20. Facebook: If you use Facebook to communicate or administer a contest or sweepstakes, include the following: The Campaign hosted by Todd Reed, Inc. is in no way sponsored, endorsed, administered by, or associated with Facebook.