

## HERFF JONES, LLC #MYHJRING CONTEST PROMOTION

**OFFICIAL RULES** NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH TIKTOK/INSTAGRAM/TWITTER. BY ENTERING, ENTRANTS RELEASE INSTAGRAM/TWITTER FROM ANY AND ALL LIABILITY RESULTING FROM THIS PROMOTION. **SPONSOR:** The #MyHJRing promotion is sponsored by Herff Jones, LLC, whose registered office is at 4625 W 62<sup>nd</sup> St., Indianapolis, IN 46268. This promotion is in no way endorsed or administered by or associated with Instagram or Twitter. **PROMOTIONAL PERIOD:** New entries are accepted beginning November 18, 2020 at 12:00AM EST until December 7, 2020 at 12:00AM EST. Entries must be submitted and received within the Promotional Period to be valid and eligible for the promotion. It is at the Sponsor's discretion to include additional entries submitted outside of the Promotional Period. **ELIGIBILITY:** Entry into the promotion is open to persons who are 13 years or older and are U.S. residents residing in one of the 50 states, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. In addition, entrants must obtain a public TikTok, Instagram or Twitter account.

**HOW TO ENTER:** To enter the #MyHJRing Promotion:

Post a video (up to 1 minute in length) to TikTok, Instagram, or Twitter that describes why you want a class ring and the achievements it will represent.

Consider the following prompts when sharing your post:

- What accomplishment(s) are you proud to highlight with your class ring?
- What would your #MyHJRing represent?
- What is the story behind your #MyHJRing?
- What would your class ring say about you?
- Tell us what makes your #MyHJRing special?

2. Tag @HerffJones in your video AND use the hashtag #MyHJRing
3. Follow Herff Jones on TikTok, Twitter, or Instagram
4. We'll contact you if you are selected a winner.

Winners will be selected at the discretion of the Sponsor based on the following criteria:

- #MyHJRing prompts (listed above) - the details included in the post description or caption of the post.
- Composition of the video
- Creativity of the video

By uploading your video, you represent and warrant that you have permission and legal authority to post the photo(s) or video. Herff Jones may post your video on TikTok, Instagram, Twitter and on the Herff Jones gallery at [www.herffjones.com](http://www.herffjones.com) and if Herff Jones decides to use your video in any other way, a Herff Jones representative will contact you for additional permission. Entrants represent and warrant

that neither their participation in this Promotion nor acceptance of any prize awarded herein shall be in violation of any federal, state or local law or rule or any applicable school district/board or school rule or regulation. All taxes on prizes are solely the responsibility of the winner.

**PRIZES:** There will be fifty-three (53) grand prize winners each receiving one (1) Herff Jones White Ultrium Class Ring (maximum value: \$250.00). Design and style restrictions may apply. All taxes and other expenses related to any prize are the sole responsibility of the Prize winners.

**WINNERS:** Potential Winners will be contacted by comment or direct message on their social post, email or similar means. Potential Winners must meet all eligibility requirements, including the execution and return of any necessary releases and affidavits, in order to be confirmed as winner. On or about the last day of each month during the Promotional Period, Sponsor will select one (1) Grand Prize winner. Each winner will be identified and contacted approximately 24 hours after selection. Prize winners and/or their parents or guardians may be required to execute an affidavit of eligibility and publicity release, and other documentation required by Sponsor, to the extent permitted by applicable law. The Prizes must be claimed within ten (10) days of notification. If a Prize is not claimed within ten (1) days of notification or if the selected winner is found to not meet all of these Contest Rules or fails to timely provide required releases and documentation as set forth above, sponsor will select a new winner until the Prize is accepted and awarded in accordance with these Rules.

Each entry must be original, created by the submitter and account owner, and must not infringe the rights of any third party. No outsourcing or collaboration among two or more persons or entries is allowed. Entries that are illegible or not complete may be deemed ineligible at the Sponsor's discretion. All entries become the property of the Sponsor and will not be acknowledged or returned. Each entrant agrees and confirms that by entering he/she releases any and all rights in and to the material submitted, and that the entry submitted is original to the entrant, and that Sponsor and its agents may use the entry materials for the Promotion and for all lawful promotional, marketing and advertising purposes, that no one else owns rights in the entry materials, that entrant has obtained the consent of each person appearing in the entry materials to the image for purposes authorized by these Rules, and that use of the entry materials as set forth in these Rules does not infringe any intellectual property rights or privacy rights of any third party. Entries may be used by the Sponsor for any lawful purpose without the permission of the entrant or any consideration apart from participation in the Promotion in accordance with these Official Rules. Entries may be publicly posted on the Herff Jones website, Herff Jones social media, and/or in other media. The Sponsor may, but is under no obligation to, verify the information set forth in an entry prior to publication.

Submitted images must not:

- Contain material which is (or promote activities which are) in sponsor's sole discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate 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; or contain material that is threatening to any person, place, business, group or world peace; or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; or contain images, words or text portraying nudity, acts of violence, or acts that are or appear to be unlawful or dangerous or in violation of, or contrary to the laws or regulation in any state where the entry is created in their application.
- 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, submissions must not include third party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures, except those of Sponsor.

- Include third parties, including but not limited to minors, celebrities and friends, who have not expressly authorized entrant to display their image or likeness on TikTok, Instagram or Twitter; or otherwise use such images or likeness in accordance with these Official Rules.

**RELEASE AND INDEMNITY:** By participating in this Promotion, entrants hereby release and hold Sponsor, Instagram and Twitter harmless from any and all losses, damages, rights, claims and actions of any kind in connection with or resulting from materials or information submitted in connection with the Promotion and/or acceptance, possession, or use of any prizes including, without limitation, personal injuries, death, property damages and any claims by third parties or otherwise based on intellectual property rights, publicity rights, defamation, or invasion of privacy. Entrants acknowledge that Sponsor, Instagram and Twitter are not responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes, except as set forth in these Rules. Winning is contingent upon fulfilling all requirements of these Rules and Sponsor's decisions as to the administration of the Promotion and prize awards are final.

**LIMITATION OF LIABILITY:** Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers computer equipment, software, failure of any email to be received by the Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Promotion. Under no circumstances will Sponsor award more prizes than the prizes set forth above. In the event that any erroneous duplicative award of prizes occurs, the error shall be corrected, and the prize awarded to the proper winner based on the criteria set forth above. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, legal challenges, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Promotion, and to cancel, terminate, modify or suspend the Promotion. Any disputes relating to this Promotion or any prize awarded in connection with the Promotion shall be resolved individually without any resort to any form of class action, and any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Promotion. Under no circumstances shall any entrant be permitted to obtain awards for other damages or have damages multiplied or otherwise increased. SOME JURISDICTION MAY PROHIBIT OR LIMIT EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

**USE OF DATA:** Sponsor will be collecting personal data about participants in accordance with its privacy policy. Entrants will be providing information to Sponsor, not to Instagram or Twitter. Please review the Sponsor's privacy policy at <https://www.herffjones.com/about/privacy/> (the "Privacy Policy"). By participating in the Promotion, Entrants hereby agree to Sponsor's collection and usage of their personal information as set out in its Privacy Policy and these Official Rules and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**JURISDICTION:** Any dispute that may arise hereunder shall be brought solely in the appropriate state or federal court sitting in the State of Indiana and the entrant's consent to the personal jurisdiction and venue of such court.

Find a copy of these Official Rules online at [www.herffjones.com/myhjring](http://www.herffjones.com/myhjring).