

# TaskRabbit Modern Love Contest

## Official Rules

**No Purchase Necessary. A purchase will not increase your chances of winning.**

### **1. ELIGIBILITY.**

The TaskRabbit #ModernLove Competition (“Contest”) is open to legal residents of the United States (the “Select Markets”), who are lawful U.S. residents, are 18 years of age or older at the start of the Contest, and have internet access (“Entrants”). Contest is sponsored by TaskRabbit, Inc., 425 Second Street, San Francisco, CA 94107 (“TaskRabbit”). Employees of TaskRabbit, its parents and subsidiaries, advertising and promotion agencies and all other entities participating in the design, promotion, marketing, advertising, administration or fulfillment of this Contest and their immediate families are ineligible to participate in this Contest. Void wherever else restricted or prohibited by law. By participating in this Contest, each Entrant hereby acknowledges that they have read, accept and agree to be bound by these Official Rules.

### **2. CONTEST PERIOD.**

The Contest begins at 12:00 a.m. Pacific Standard Time (“PST”) on **February 3rd, 2020** and ends at 11:59 p.m. PST on **February 9th, 2020** (the “Contest Period”).

### **3. HOW TO ENTER.**

To enter online, Entrants must either

1. Follow @TaskRabbit on Instagram and leave a comment sharing the most creative thing you’ve done for Valentines Day.

Once you do this, you will automatically be entered into the Contest as an Entrant. Registration is free and is subject to Sponsor’s Terms of Service found at <https://www.taskrabbit.com/terms> (“Terms of Service”) and Privacy Policy, found at <https://www.taskrabbit.com/privacy>. Your social media account must be set to public in order to be seen by Sponsor and eligible for entry into this Contest. Instagram, Facebook, and Twitter (“Promotion Platforms”) are free and may accessed online or an application may be downloaded through a mobile application store. The terms “Tasker” and “Task” are as defined in the Terms of Service.

The photos are referred to herein as a "Submission" or "Submissions." Incomplete Submissions will be rejected. There is no limit to the number of entries a person may enter in the Contest.

Entries will be deemed to be made by the person whose social handle is used for the submission of the Entry. In the event of a dispute relating to ownership of a winning Entry, TaskRabbit may require a potential winner to provide proof that he or she is the authorized holder of the identified email account. TaskRabbit shall be entitled to use its best judgment, in its sole discretion, to determine the rightful owner of the winning Entry, and each Entrant hereby remises, releases and discharges TaskRabbit, to the fullest extent permitted by law, from all liabilities, obligations, claims and demands whatsoever arising out of any such determination of the rightful owner of the winning Entry by TaskRabbit.

#### **4. SUBMISSION REQUIREMENTS.**

All contact information provided must be valid, current and complete. All entries must be received by 11:59 p.m. PST on **February 9th, 2020** according to TaskRabbit's server clock. No hand or postal mail entries will be accepted. Incomplete, garbled, corrupted or otherwise illegible entries are void and will not be accepted. TaskRabbit has no obligation to advise you of an incomplete or otherwise non-compliant Entry. All Entries submitted become the sole property of TaskRabbit and will not be acknowledged or returned.

Entries to the Contest must not contain content and/or offer products or services that (i) are sexually explicit, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda; (iii) are obscene or offensive; (iv) defame, misrepresent or contain disparaging remarks about other people or companies; (v) contain trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others without the proper license or consent; (vi) violate the rights of any other person or entity by using their names or images, or featuring or referring to any recognizable person, without such person's informed consent thereto; (vii) violate copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media); (viii) contain content that denigrates, disparages or reflects negatively on TaskRabbit; and/or (ix) violate any law or any legal terms applicable to such Entry, including the Terms of Service.

Entries generated by a script, macro or other automated means will be disqualified.

TaskRabbit reserves the right to reject and disqualify from the Contest any Submission that it deems, in its sole discretion, to be inappropriate or to be a false entry. TaskRabbit shall determine, in its sole discretion, if any Entrant shall be disqualified for any reason, and all decisions of disqualification by TaskRabbit are final.

## **5. PUBLICITY**

Entrants grant to TaskRabbit the right to use and publish their name and Submission online and in print for promotional or advertising purposes in connection with the Contest on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation.

## **6. SELECTION AND NOTIFICATION OF WINNER.**

TaskRabbit will select one (1) winner (a "Winner") who will be selected by qualified individuals who are TaskRabbit's employees and/or authorized representatives based equally upon the criteria of skill, originality, and relevance. TaskRabbit reserves the right to judge which photo is the winning submission. Each Winner will receive the Prize described in Section 7 below. The odds of winning depend on the number and quality of eligible Entries received. The decisions of TaskRabbit are final on all matters relating to this Contest.

Winners will be notified by TaskRabbit within five (5) days following the winner selection ("Notification"). Each Winner will be required to respond (as directed) within twenty-four hours after attempted Notification. Each Winner's failure to respond timely to the Notification may result in forfeiture of a prize, and in such case, TaskRabbit may select an alternate Winner from among the remaining eligible entries. Winners may be sent a declaration of eligibility, assumption of liability and publicity release (collectively, the "Release"). Except where prohibited by law, the Release will state that a Winner agrees to allow TaskRabbit to use (without additional compensation) such Winner's name, Submission, address, photograph, testimonial, likeness and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on TaskRabbit's website(s) and affiliated website(s)). Winners may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address, and phone number. Unless restricted by law, Winners will be required to complete and return the Release within the time period specified therein. A prize may be

forfeited, and in such case, an alternate Winner may be selected from among the remaining eligible entries if a Winner (up to three times): (i) cannot be reached; (ii) does not respond to the Notification in a timely manner as required pursuant to these Official Rules; (iii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iv) cannot accept or receive a prize for any reason. Non-compliance with these Official Rules may result in disqualification and selection of an alternate Winner.

## **7. PRIZES.**

If eligible under these Rules, each Winner will be awarded the following award: **\$100 in TaskRabbit credit applied to Winner's TaskRabbit account** (the "Prize").

Form of payment and delivery of the Prize (e.g. cash, check, gift card, reimbursement, etc.) shall be at TaskRabbit's sole discretion. Total Approximate Retail Value ("ARV") of the Prize are as stated above. Gift cards and vouchers are subject to the TaskRabbit Terms of Service.

Eligibility, age, and any and all other claims shall be subject to verification prior to the actual awarding of the Prize. All details regarding redemption of the Prize are at TaskRabbit's sole discretion and will be provided at the time of Notification.

Each Winner is solely responsible for any other unspecified expenses related to the Prize, including without limitation and any and all federal, state, and local taxes on the Prize. A Winner is not entitled to any surplus between actual retail value of the Prize and stated ARV and any difference between stated ARV and actual value of the Prize will not be awarded.

No substitution, transfer, or cash redemption of the Prize, or cash for any portion of the Prize not used, shall be given, provided however that TaskRabbit reserves the right to substitute the Prize with another prize of equal or greater value should the advertised Prize become unavailable for any reason. Any and all activities related to the Prize are at each Winner's own risk and subject to whatever restrictions are imposed by the entities that govern activities. If a Winner is unable to participate in or accept the Prize or any portion of the Prize for any reason, TaskRabbit shall have no further obligation to such Winner. The Prize shall only be delivered to an address in the United States. Limit one Prize per person.

## **8. CONDITIONS.**

Each Winner agrees to release, discharge, indemnify and hold harmless TaskRabbit and each of its officers, directors, employees, representatives and agents from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from your participation in the Contest, Contest-related activity, your Entry, your winning a Prize and your use of a Prize (as the case may be), including, without limitation with respect to claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy and any deletion or failure to store any Entries and other communications related to the Contest.

TaskRabbit reserves the right to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules, and reserves the right at its sole discretion to terminate the Contest and, if terminated, at its discretion, select the potential winner(s) from among all eligible, non-suspect entries received prior to action taken. TaskRabbit shall not be liable for: (i) late, lost, delayed, void, corrupted, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or declarations, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical malfunctions, bugs, lost connections, disconnections, delays or transmission errors Contest Entrants may encounter when submitting their entry; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by Prize or resulting from acceptance, possession or use of Prize, or from participation in the Contest; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest. Caution: any attempt to deliberately damage or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and will result in disqualification from participation in the Contest. Should such an attempt be made, TaskRabbit reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

## **9. DISPUTES.**

Disputes regarding these Official Rules and/or this Contest will be governed by the internal laws of the State of California. By entering, you consent to jurisdiction in San Francisco, California for the resolution of any and all disputes. Should a dispute arise regarding the Contest, Entrant and TaskRabbit shall engage in good faith, informal dispute resolution for a minimum period of thirty (30) days to resolve

the dispute. Should the Entrant and TaskRabbit fail to resolve their dispute informally, they shall engage in mediation with JAMS, at their joint and equal expense. Should the mediation fail to resolve the dispute, Entrant and TaskRabbit shall thereafter engage in binding arbitration with JAMS. To ensure minimal cost, the arbitration shall be in front of a single arbitrator and shall be conducted in accordance with JAMS' Optional Expedited Arbitration Procedures. The binding arbitration shall be at TaskRabbit and Entrant's joint and equal expense, with attorneys' fees and costs to the prevailing party upon conclusion.

#### **10. GENERAL CONDITIONS.**

By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of TaskRabbit and waive any right to claim ambiguity in the Contest or these Official Rules. Any portion of the Contest may be canceled, suspended and/or modified, in whole or in part, if in TaskRabbit's opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Contest. TaskRabbit reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and TaskRabbit reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. You may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Unclaimed Prize will not be awarded.

#### **11. PRIVACY.**

All personal information collected by TaskRabbit will be used for administration of the Contest. In addition, Entrants may receive email correspondence from, or on behalf of TaskRabbit subject to TaskRabbit's Privacy Policy. Any questions regarding privacy matters should be directed to the address set out below. Please refer to TaskRabbit's Privacy Policy for important information regarding the collection, use and disclosure of personal information by TaskRabbit.

#### **12. WINNERS' LIST AND CONTEST RULES.**

To obtain a printed copy of these official rules or a winners list within 90 days of the end of the Contest Period send a self-addressed, stamped envelope to TaskRabbit Contest, TaskRabbit, Inc., 425 Second Street, 2nd Floor, San Francisco, CA 94107.

