



#THRIVEBUCKETLIST CHALLENGE CONTEST RULES:

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

PROMOTION DESCRIPTION: The Thrive Regional Partnership “Bucket List” Contest (the “**Contest**”) begins on or about January 15, 2020 at 10:00 a.m. Eastern Time (“**ET**”) and ends when a winner has been determined or on March 31, 2020 at 10:00 a.m. ET, whichever comes first (the “**Submission Period**”). During the Submission Period, entrants will have the opportunity to upload personal photographs (collectively, a “**Submission**”) that mark a visit to three (3) locations on Thrive’s Bucket List map - one (1) each in Alabama, Georgia, and Tennessee. One (1) winner will be selected, as more fully set forth below. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Thrive Regional Partnership (“**Thrive**”), P.O. Box 1008, Chattanooga, TN 37401, which shall be final and binding in all respects.

ELIGIBILITY: The Contest is open only to residents of the United States who are 18 years of age or older at the time of entry. Officers, trustees and employees of Thrive, and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Contest or win a prize. This Contest is void where prohibited.

HOW TO ENTER: To participate in the Contest, you must have an Instagram account. During the Submission Period, upload your personal photos from three (3) of the 47 locations on Thrive’s Bucket List map - one (1) each in Alabama, Georgia, and Tennessee. Upload each Submission to your Instagram account with the hashtag #ThriveBucketList (the “**Hashtag**”) and tag @thriveregionalpartnership (the “**Mention**”) in the post during the Submission Period. You must follow @thriveregionalpartnership, and your Submission must include the Hashtag and the Mention in order to be eligible. Your Instagram

account must be set to permit public viewing of your photos in order for Thrive to receive your Submission. By using the Hashtag in connection with your Instagram post, you are acknowledging and agreeing that Thrive has the right to use your photo as described herein. The Submission must meet the following “**Submission Requirements**”: (i) the Submission must be the submitting entrant’s original, previously unpublished work and not feature or focus on any material owned or controlled by third parties (including without limitation, third party copyrighted material); (ii) the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission; and (iii) the Submission must not include images that are obscene, pornographic, libelous or otherwise objectionable. Any entry featuring a Submission that, in Thrive's good faith judgment, violates the Submission Requirements will be disqualified. All Submissions must be received by the end of the Contest Period. Proof of entering information on the Website is not considered proof of delivery to or receipt by Thrive of such entry. Any communication or information transmitted to Thrive and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Thrive may engage a third party platform or application provider (for ease of reference, a “**Third Party Application Provider**”) to administer certain aspects of the Contest, including without limitation, the online collection of entry information. Thrive is not responsible for the storage or any use of your entry information by any Third Party Application Provider. You should carefully review the privacy practices of any third party to determine their specific privacy policies. Thrive is not responsible for the storage or any use of your entry information by any Third Party Application Provider.

IMPORTANT NOTE: Any entrant who incorporates any intellectual property or material owned by a third party into his or her Submission does so at his or her own risk. If Thrive is duly notified that any element of an entrant’s Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Website because of such infringement, such Submission may be removed from the Website and/or disqualified from the Contest, as Thrive may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Thrive determines, in its sole and absolute discretion that such entrant’s Submission has been or can be sufficiently cleared for legal purposes.

WINNER SELECTION AND NOTIFICATION: The Winner will be announced on the @thriveregionalpartnership Instagram Account and www.thriveregionalpartnership.org. Thrive shall have no liability for any Winner notification that is lost, intercepted or not received by the potential

Winner for any reason. If a potential Winner does not respond within ten (10) days of notification, or if the notification is returned as unclaimed or undeliverable to any potential Winner, such potential Winner will forfeit his or her potential prize and an alternate Winner may be selected. If any potential Winner is found to be ineligible or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential Grand Prize Winner will be disqualified and the next complete Submission may be selected.

Prizes:

Grand Prize: One (1) Grand Prize is available. Subject to the timely return of all required documents as set forth below, the contestant who was chosen as the Winner will be invited to receive the following prize (the “**Grand Prize**”) from Rock/Creek Outfitters: (1) The Winner will receive a waterproof/breathable rain shell, waterproof/breathable rain pant, boots, hiking socks, and trekking poles. The approximate retail value (“**ARV**”) of the prize is \$650.

GENERAL PRIZE CONDITIONS: Odds of winning depend on the number of eligible entries received. No cash alternative or substitution of prizes will be allowed, except Thrive and Rock/Creek Outfitters reserves the right to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in online, television and print materials, promotional packaging, and other Contest materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Thrive in its sole discretion. Each Winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The Winner may be required to execute an Affidavit of Eligibility, a Liability Release, a Publicity Release (where imposing such condition is legal) and an Agreement/Acceptance Form certifying among other things that they have complied with these Official Rules (collectively, “**Prize Claim Documents**”). If any potential Winner fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification, the Winner may be disqualified and an alternate winner may be selected.

Thrive makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THRIVE HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

CONDITIONS ON PARTICIPATION IN THE GRAND PRIZE: As part of the Prize Claim Documents, the Winner will be required to sign additional release documentation acknowledging and accepting the actual or potential risk of death or injury that may result from utilizing the Prize, and assuming all risks and releasing Thrive from any and all liability of any kind. If the Prize winner should, prior to or during use of the Prize, commit any act which is antithetical to Thrive or its programs or which brings the Prize winner or Thrive into public disrepute or scandal, or which shocks, insults or offends a substantial portion or group of the community or reflects unfavorably on the Prize winner or Thrive, Thrive may, in addition to and without prejudice to any other remedy of any kind or nature set forth herein or otherwise available, repossess the Prize. Without limiting the generality of the foregoing, Prize winner shall refrain from publicly making any disparaging or unfavorable comments about Thrive or its programs both during and after the Prize award.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each person who enters this Contest represents and warrants as follows: (i) the Submission is the entrant’s own original, and previously unpublished work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

GRANT OF RIGHTS: For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Contest hereby irrevocably grants Thrive, its successors and assigns, a non-exclusive, limited license (but not the obligation) to reproduce exploit and otherwise use

the Submission solely in connection with the Contest and the marketing and promotion thereof, throughout the universe, in perpetuity, in any and all media, without further notice to, consent by, or payment to entrant. Without in any way limiting the foregoing, Thrive shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission in connection with Thrive's permitted uses hereunder and each entrant irrevocably waives any and all so-called moral rights they may have therein. Thrive shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Thrive shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements. By entering the Contest, each entrant acknowledges and agrees that their Submission may be featured on Thrive (and Thrive's assigns) social media and editorial websites.

PUBLICITY RELEASE: By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Thrive and any entrant in, or winner of the Contest, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information and Submission, and any individual(s) participating therein, in any and all media in connection with the Website or the Contest or the marketing and promotion thereof and hereby release the Promotion Entities from any liability with respect thereto.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants agree that the Promotion Entities and Instagram (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Thrive assumes no responsibility for any damage to an entrant's, or any other person's computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Thrive is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or

unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Thrive 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 unsportsmanlike 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 Thrive reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Thrive's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Thrive is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Thrive's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Thrive shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated for Force Majeure before the designated end date, Thrive will (if possible) select the Prize Winner from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Thrive. The invalidity or unenforceability of any provision of these rules 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 rules 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.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Thrive for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Entities have 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. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each entrant acknowledges and agrees 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 the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

NO OBLIGATION TO USE: Thrive shall have no obligation (express or implied) to use any Submission or any materials or content created by the Prize Winner (the "**Materials**"), or to otherwise exploit any Submission or Materials or, if commenced, to continue the distribution or exploitation thereof, and Thrive may at any time abandon the use of the Submission or Materials for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS: Because of the unique nature and scope of the Contest, Thrive reserves the right, in addition to those other rights reserved

herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Thrive cannot accurately predict the number of entrants who will participate in the Contest.

FURTHER DOCUMENTATION: If Thrive shall desire to secure additional assignments, releases from third parties appearing in the Submission, or other documents as Thrive may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Thrive's request therefor.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR THRIVE IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

WINNER'S LIST/OFFICIAL RULES: To obtain a copy of these Official Rules, send a self-addressed stamped envelope to: Thrive's Bucket List Contest, P.O. Box 1008, Chattanooga, TN 37401. All such requests must be received within six (6) weeks after the end of the Submission Period. These Official Rules will be posted on the website (www.thriveregionalpartnership.org) during the Submission Period.

MISCELLANEOUS: This Contest is in no way sponsored, endorsed or administered by, or other associated with Instagram, Inc. You understand that you are providing your information to Thrive and not to Instagram.

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