

Sweepstakes Terms and Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

1. Eligibility: This Campaign is open only to those who attend the [Artisan Bakery Expo and visit the BakeMark Booth](#) and who are [18 years of age and older](#) as of the date of entry. The Campaign is only open to legal residents of [The United States and Canada](#), and is void where prohibited by law. Employees of [BakeMark](#), 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. Entry in the Campaign does not constitute entry into any other promotion, contest, or sweepstakes.

2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of BakeMark as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted online starting on [Tuesday, March 5, 2019 at 12:00AM Pacific Standard Time](#) and ending [Thursday, March 7, 2019 at 11:59:59PM Pacific Standard Time](#). All online entries must be received by [Thursday, March 7, 2019 at 11:59:59PM Pacific Standard Time](#).

4. How to Enter: The Campaign must be entered by submitting an entry using the online form provided by a BakeMark Employee on visitation to Trade Show Booth at the Artisan Bakery Expo in Las Vegas, NV. One entry per contestant. 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 [BakeMark](#). All entries understand that upon submitting for entry into sweepstakes, BakeMark has the sole discretion to promote, sell, or communicate promotional or information pieces via social media or electronic correspondence. By entering any images, data or other information into the Campaign You hereby irrevocably grant to BakeMark, its subsidiaries and licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit each submitted image, and all images, text and materials depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, streaming media, film, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material, whether relevant or not to this Campaign. You hereby forever waive and relinquish all so-called "moral rights" now or hereafter recognized in connection with entries submitted as part of the Campaign. Neither BakeMark nor its agents shall be responsible for returning or preservation of the images, data or other information submitted or for compensating or crediting You in any way. All entries that are posted on BakeMark's social media pages may be available to be viewed by anyone with access to the Internet.

5. Winner Selection and Notification: Two (2) \$100 gift cards will be given away to Two (2) separate contestants. Winner of the will be selected by a random drawing under the supervision of BakeMark. Winner will be notified by Email within five (5) days following selection of Winner. BakeMark 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 30 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. 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. The odds of winning depend upon the number of eligible entries. BakeMark may modify prize conditions at any time in its sole discretion. Any gift cards are subject to the terms and conditions printed thereon. Prizes are nontransferable. No cash alternative or prize substitutions are allowed, except in BakeMark's sole discretion. Prizes may not be sold, bartered, or exchanged by the winners. BakeMark shall, in its sole discretion, determine any details of any prize not specified herein.

6. Limitation of Liability: By entering or participating in the Campaign, You agree for You/yourself and your agents, representatives, executors, and administrators to (A) release, indemnify, defend and hold harmless BakeMark and its respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, claim, cause of action, allegation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from the participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prizes or any portion thereof; (B) that Released Parties have neither made nor are in any manner responsible or liable for 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; and (C) to be bound by these official rules and the terms and conditions and to waive any right to claim any ambiguity or error therein or in the Campaign itself, and to be bound by all decisions of BakeMark, which are binding and final. Failure to comply with these conditions will result in disqualification from the Campaign at BakeMark's sole discretion.

Additionally, BakeMark is not responsible for, and You hereby release BakeMark from any claims arising from: (A) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (B) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (C) unauthorized human intervention in any part of the entry process of the Campaign; (D) electronic or human error which may occur in the administration of the Campaign or the processing of entries; and (E) any injury or damage to persons or property, including but not limited to your computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from your participation in the Campaign.

BakeMark makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the Campaign, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement. ALL PRIZES ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND.

ANY FEDERAL, STATE, OR OTHER TAX LIABILITIES ARISING FROM THIS CAMPAIGN ARE THE SOLE RESPONSIBILITY OF THE WINNER. BAKEMARK IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.

7. Termination: BakeMark is not responsible for any lost, late, misdirected, stolen, illegible or incomplete entries. If, for any reason, the Campaign is not capable of running as planned (e.g. infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of BakeMark which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Campaign), BakeMark reserves the right at its sole discretion to cancel, terminate, modify or suspend the Campaign and/or select a winner from all eligible entries received prior to the cancellation.

BakeMark reserves the right to correct any typo-graphical, printing, computer programming or operating errors at any time.

8. Disputes: Except where prohibited, You agree that: (A) any and all disputes, claims and causes of action arising out of or connected with the Campaign shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office in Los Angeles, California; (B) the Federal Arbitration Act will govern the interpretation, enforcement and all proceedings at such arbitration; (C) judgment upon such arbitration award may be entered in any court having jurisdiction; and (D) unless otherwise prohibited, under no circumstances will You be permitted to obtain awards for, and You hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of the official rules and these Terms and Conditions, or the rights and obligations of You and BakeMark in connection with the Campaign shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.