



## 2022 HATCHING TIME VIDEO CONTEST OFFICIAL RULES

(the "Official Rules")

**THE 2022 HATCHING TIME VIDEO CONTEST ("Contest") IS SPONSORED BY HATCHING TIME, LLC. ("Sponsor" or "Hatching Time").**

### **1. CONTEST PERIOD:**

The 2022 Hatching Time Video Contest (the "Contest") begins on April 1, 2022 at 12:00:00 AM Eastern Time (ET) and ends with the winner announcement on April 17, 2022. The Contest consists of four (4) periods as set forth in the chart below:

Phase	Start Date (at 12 a.m. ET)	End Date (at 11:00 p.m. ET)
Entry/Submission Period	04/01/2022	04/11/2022
Finalists Selection Period	04/11/2022	04/12/2022
YouTube Voting Period	04/12/2022	04/16/2022
Judging Period	04/17/2022	04/17/2022

Sponsor will announce the Top 10 Finalists on the contest website on April 12, 2022. The top 10 finalists will be notified via email and a public voting period on the content website & YouTube will begin for the finalists. Sponsor will notify the winner on or by April 17, 2022. All announcement dates are subject to change at Sponsor's sole discretion.

### **2. WINNER:**

There will be a total of one (1) winner. The winner will receive: CT60SH Incubator. SKU: CT60SH

### **4. HOW TO ENTER:**

To enter the Contest, entrants ("Entrants") are required to visit the Contest website located at <https://hatchingtime.com/pages/video-contest-easter-contest> (the "Contest Site") and submit an entry (the "Entry" or the "Entry Submission") between April 1, 2022 and April 11, 2022 (the "Entry Period"). Entrants will be required to include the following in the video: (1) Answer the question: Why do you like your Hatching Time product(s) and (2) show us your setup!

In addition to answering the questions listed above, each Entrant will be required to submit the following information through a [WeTransfer](#) upload ("Submission Materials"):

#### **WeTransfer Upload Information:**

1. Email To: "[support@hatchingtime.com](mailto:support@hatchingtime.com)"
2. Title: "Easter Contest Video"
3. Message: Full Name & Contact Email

All Entries are subject to approval by Sponsor, in Sponsor's sole discretion. Entries are subject to disqualification at any time including after approval.

Once the Top 10 have been announced and the Voting Period begins, the Contest Video Gallery on the Contest Site will be used for voting. Voters can go directly to Entry's YouTube video entry once it is uploaded.

Except where prohibited, entry in the Contest constitutes each Entrant's consent to the publication of her/his/its name, organizational information and completed Entry, including the Digital Image, (to the extent applicable) in any media for any commercial or promotional purpose (including, without limitation, the Internet), without further compensation.

By entering the Contest and providing an email address, each Entrant grants Sponsor express permission to send Entrant emails related to the Contest, including, but not limited to, notification of Finalists, Winner and a follow-up email in order to gather feedback regarding the Contest to be used in the planning and design of future Contests.

**Limit:** one (1) Entry per product.

## **5. VIDEO CRITERIA:**

The video should not exceed 5 minutes in length and must be uploaded to [WeTransfer](#).

If any video contains any material or elements that are not owned by the Entrant and/or are subject to the rights of third parties, and/or if any persons appear in the video or image, the Entrant is responsible for obtaining, prior to submission of the Digital Image or video, any and all releases and consents necessary to permit the exhibition and use of the Digital Image or video in the manner set forth in these Official Rules. If any person appearing in any Digital Image or video is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

If a professional image or video is submitted, Entrant is responsible for securing usage rights from the photographer or videographer to reproduce, distribute, display, and create derivative works of the Digital Image by Sponsor in connection with the Contest and promotion of the Contest, in any media now or hereafter known.

Upon Sponsor's request, each Entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release from all third parties (a) who appear in the photograph or video submitted or (b) whose owned content appear in the photograph or video submitted, authorizing use by Sponsor and its licensees ("Authorized Parties") in accordance with these Official Rules. Failure to provide such releases upon request may result in disqualification at any time during the Contest.

## **6. FINALIST SELECTION PERIOD:**

During the Finalist Selection Period, Entrants will be judged by Sponsor or its designated representatives and narrowed down to 10 finalists (the "Top 10"). Sponsor will use the following criteria in determining the Top 10:

- Clear, compelling and engaging high-quality video
- Clearly state what you like about the product
- Clearly showcase the product in the video

Sponsor will announce the Top 10 Finalists on or about April 12, 2022.

## **7. VOTING PERIOD:**

During the Voting Period, all persons are eligible to vote “like” the YouTube video that is in the Top 10 Finalists.

The total number of votes received by each Entrant during the Voting Period is just one of the criteria that will be used to determine the final winner.

## **8. JUDGING PERIOD:**

During the Judging Period, Sponsor or its designated agents will re-evaluate the Top 10 Entries using the same criteria above plus votes obtained during the Voting Period to determine the final winner.

The Winner will be notified and publicly announced on April 17, 2022. The winner will be notified by email or phone call prior to the public announcement. In addition, the winner may be featured on Hatching Time's social media pages.

## **9. GRANT ACCEPTANCE AND TAX LIABILITY:**

Prize is non-transferable. Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the advertised prize becomes unavailable. All details of any prize not specified herein shall be determined solely by Sponsor. By accepting a prize, the winner acknowledges compliance with these Official Rules. All federal, state, local or other tax liabilities arising from this Contest are the sole responsibility of the winner, respectively. All other expenses relating to acceptance of a prize, including but not limited to taxes and any other expenses not specified herein are the sole responsibility of the winner. Acceptance of a prize constitutes permission for the Sponsor and its designees to use the Winner's name, photographs, entry material, other likenesses and biographical information for advertising, promotional or trade purposes, including but not limited to online announcements, in commerce and in all media worldwide without limitation or additional compensation, except where prohibited by law.

Payment of federal, state and local taxes and fees due, if any, are the sole responsibility of the Winner.

## **10. DISQUALIFICATION:**

Sponsor reserves the right, in its sole discretion, to disqualify any Entrant at any time that it finds to be tampering with the entry process, voting process or the Contest; to be acting in violation of these Official Rules; or to be acting in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Sponsor reserves the right, in its sole discretion, to reject and/or disqualify any entries at any time that Sponsor deems to be hateful, slanderous, libelous, violent, obscene, defamatory, discriminatory (based on age, race, gender, religion, natural origin, physical disability, sexual orientation or political affiliation), profane, offensive, lewd, sexually explicit, pornographic, false, misleading, deceptive, selfmutilating (e.g. relating to murder, the sales of weapons, cruelty, abuse, etc.), illegal (computer hacking, underage drinking, etc.), threatening, harassing, or otherwise inconsistent with its editorial standards, audience expectations, or reputational interests or that contain images, words or symbols widely considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation or socioeconomic group, or that Sponsor believes may violate any applicable law or regulation or the rights of any third party or may subject the Contest, Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule.

Should Sponsor determine, in its sole discretion, that any announced Winner has violated any of the prohibitions contained in these Official Rules or should be disqualified for any other reason, Sponsor shall have no obligation to award a prize to such Entrant.

#### **11. GENERAL RELEASE/LIMITATION OF LIABILITY:**

By participating in the Contest, each Entrant releases and holds Sponsor, its parent and affiliate companies and each of their directors, officers, employees, representatives, and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession, use of or defect in any Grant (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). Sponsor is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries or voting in this Contest or in the running of this Contest. Sponsor will not be responsible for typographical, printing or other errors in these Official Rules or in other materials relating to the Contest.

If for any reason, the Contest is not capable of running as planned, including but not limited to by reason of fraud, computer virus, worms, bugs, tampering, unauthorized intervention, technical limitations or failures, human error, mistake or any other cause that in the sole opinion of Sponsor could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest at any time and without notice.

Notwithstanding anything set forth above, to the extent that the preceding release is determined by a tribunal of competent jurisdiction to be invalid, unenforceable or void for any reason, each Entrant agrees that, to the fullest extent permitted by law (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any awards awarded shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by such Entrant, but in no event attorney's fees and no greater than \$1,000; and (iii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, incidental, punitive or consequential damages.

#### **12. CONSTRUCTION, WAIVER AND DISPUTE RESOLUTION:**

The construction, validity, interpretation and enforceability of these Official Rules, and all issues and questions relating thereto, along with the rights and obligations of all Entrants and of Sponsor, shall be governed by, and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions. In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Any specific waiver of any obligation hereunder by Sponsor does not constitute a general waiver of that obligation nor of any other obligation of Entrant.

#### **13. COPYRIGHT:**

By entering this Contest, Entrant grants to Sponsor, its parent and affiliated companies an exclusive, assignable, royalty-free and irrevocable right and license to edit or otherwise use all materials submitted by Entrant in connection with the Contest, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) now known or hereafter devised, throughout the world in perpetuity, and to license others to do so, without notice and without compensation, royalty, accounting, liability or obligation of any kind to any Entrant. Each

Entrant further agrees that it will use its best efforts to have its employees, consultants, volunteers, officers and directors sign any additional licenses or releases that Sponsor may require.

BY SUBMITTING SUBMISSION MATERIALS, ENTRANTS EACH ACKNOWLEDGE THAT THE SUBMISSION MATERIALS, AND ANY OTHER MATERIALS SUBMITTED IN CONNECTION WITH THIS PROGRAM, MAY BE POSTED ON THE SPONSOR'S WEBSITE(S), IN SPONSOR'S SOLE DISCRETION. Sponsor reserves the right to edit the Submission Materials and other materials prior to posting them to the website in its sole discretion.

**14. WINNER LIST:**

The name of the Winner may be obtained following the end of the Contest on April 17, 2022, by visiting this url: <https://hatchingtime.com/pages/video-contest-easter-contest>

**15. SPONSOR/ADMINISTRATOR:**

Sponsor: Hatching Time, LLC, 303 Ruthar Drive, Suite C, Newark, DE, 19711, Attention: Video Contest Marketing.