

Official Jack Dempsey Needle Art (JDNA) Embroidery Contest Rules

No Purchase Necessary to Enter or Win. A purchase will not increase chances of winning. All Federal, State, Local, and Municipal Laws and Regulations Apply. Void Where Prohibited.

1. Eligibility

The Embroidery Contest is open to anyone legal residents of the United States who are at least 18 years or older at time of entry. Employees of Jack Dempsey Needle Art, and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related, are not eligible. EMBROIDERY CONTEST IS VOID WHERE PROHIBITED. The winner agrees that the Sponsor, its affiliates and its agents and employees shall not be liable for injury, loss or damage of any kind resulting from participating in this promotion or from the acceptance or use of any prize awarded. Sponsor reserves the right to verify eligibility qualifications of any winner.

2. How to Enter

NO PURCHASE IS NECESSARY, AND A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Online: This method of entry will be available by visiting our Facebook page at, <https://www.facebook.com/jdneedleart> and following the directions. Limit one entry per person, per e-mail address for the duration of the Embroidery Contest Period. Entries received from any person, e-mail address in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

Via US Mail: This method of entry will be available for the entire Embroidery Contest Period. On a back of photo, handprint your full name, complete address, phone number (including area code) and e-mail address, and mail in an envelope with proper postage affixed to: 1822 Locust St., St. Louis MO, 63103, Attention: JDNA Embroidery Contest Entry. All mail-in entries must be received by end of contest period.

3. Sponsor

The Embroidery Contest is sponsored by Jack Dempsey Needle Art ("Sponsor"), located at 1822 Locust St., St. Louis, MO 63103 <http://www.jdneedleart.com/>.

4. Agreement to Official Rules

Participation in the Embroidery Contest constitutes the entrant's full and unconditional agreement to and acceptance of these Official Embroidery Contest Rules ("Official Rules") and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

5. Embroidery Contest Period

The Embroidery Contest is an ongoing contest. Entries that are submitted before or after the Embroidery Contest Period will be entered into the next contest period. Submissions will be accepted for the duration of the Embroidery Contest at the online site and via mail.

6. Embroidery Contest Prizes

Two \$50.00 (Fifty Dollar) JDNA Gift Card for a total of \$100.00. Total ARV of all prizes is \$100. Any taxes on prizes won will be the sole responsibility of the winner. No substitution or transfer of prizes permitted.

7. Prize Drawing

The Sponsor will select four potential winners and finalist will be voted by our Facebook friends to select the two top winners. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winners via e-mail. If the potential winners cannot be contacted within two days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winners in his/her place at random from the remaining non-winning, eligible entries.

8. Limitation of Liability

By entering this Embroidery Contest, all entrants agree to release, discharge, and hold harmless JDNA and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Embroidery Contest or any Embroidery Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder. JDNA assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Embroidery Contest entries or entry forms; or alteration of entries or entry forms. JDNA is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Embroidery Contest. Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Embroidery Contest, and in no event shall the entrant be entitled to receive attorneys' fees or other related costs. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Embroidery Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

9. Conditions

THIS EMBROIDERY CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Embroidery Contest shall be subject to and governed by and subject to the laws of the Missouri and the forum for any dispute shall be in the Missouri, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Embroidery Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. By entering, entrants also agree (a) to be bound by these Official Rules; and (b) if the entrant wins that Sponsor may use the each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Embroidery Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within two (2) days to a winner notification as required by the "Embroidery Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

10. Right to Cancel or Suspend Embroidery Contest

If for any reason the Embroidery Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of JDNA that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Embroidery Contest, JDNA reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Embroidery Contest.

11. Winners Notification

Entrants are responsible for complying with these Official Rules. By entry into this Embroidery Contest, the winner consents to the use of the winner's name, identity, and/or photographs for promotional purposes, including online announcements, without additional compensation, except where prohibited by law. Should the Embroidery Contest be terminated prior to the end of the stated entry period, notice will be posted at <http://www.jdneedleart.com/> and on our Facebook page at <https://www.facebook.com/jdneedleart>. Any attempt to deliberately damage the content or operation of this Embroidery Contest is unlawful and subject to legal action by Sponsor and/or its agents.. Winner List requests will only be accepted after the promotion end date (stated above). For the Winner List, send a self-addressed, stamped envelope to Jack Dempsey Needle Art, Attention: JDNA Embroidery Contest, 1822 Locust Street Saint Louis, MO 63103 or by email. Requests received after one month past notification date will not be honored. Prize is not transferable or redeemable for cash.

12. Privacy Notice

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Embroidery Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Embroidery Contest. By entering this Embroidery Contest, entrants may receive marketing materials, communications and other materials from Sponsor at a future date.

13. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Embroidery Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Missouri. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Embroidery Contest, shall be governed by, and construed in accordance with, the laws of Missouri, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Missouri.