

**AMÉLIE COMPANY – COLORADO DEPARTMENT OF TRANSPORTATION  
(CDOT) SNAPCHAT CONTEST OFFICIAL RULES**

---

**NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES AND WILL BE GOVERNED BY COLORADO LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE OR LOCATED OUTSIDE OF THE UNITED STATES AT THE TIME OF ENTRY.**

**1. ELIGIBILITY.**

**a. Requirement.** The Amélie Company CDOT Snapchat Contest (the “Contest”) is open to legal residents of Colorado who are registered students of the following Denver, Colorado high schools at the time of entry:

0010 ABRAHAM LINCOLN HIGH SCHOOL
2145 DSST: GREEN VALLEY RANCH HIGH SCHOOL
2175 DSST: COLE HIGH SCHOOL
2184 DENVER SCHOOL OF THE ARTS
2185 DSST: STAPLETON HIGH SCHOOL
2398 EAST HIGH SCHOOL
2726 EMILY GRIFFITH HIGH SCHOOL
2755 VENTURE PREP HIGH SCHOOL
3000 FLORENCE CRITTENTON HIGH SCHOOL
3378 GEORGE WASHINGTON HIGH SCHOOL
4444 JOHN F KENNEDY HIGH SCHOOL
4494 JUSTICE HIGH SCHOOL DENVER
4730 KIPP DENVER COLLEGIATE HIGH SCHOOL
4795 KUNSMILLER CREATIVE ARTS ACADEMY
5448 MANUAL HIGH SCHOOL
5605 DR. MARTIN LUTHER KING JR. EARLY COLLEGE
5844 CONTEMPORARY LEARNING ACADEMY
6239 NOEL COMMUNITY ARTS SCHOOL
6314 NORTH HIGH SCHOOL

6350 BRUCE RANDOLPH SCHOOL
6509 DENVER ONLINE HIGH SCHOOL
7163 P.R.E.P. (POSITIVE REFOCUS EDUCATION PROGRAM)
7361 RISEUP COMMUNITY SCHOOL
8086 SOUTH HIGH SCHOOL
8132 SOUTHWEST EARLY COLLEGE
8145 SUMMIT ACADEMY
8347 STRIVE PREP - EXCEL
8822 THOMAS JEFFERSON HIGH SCHOOL
8995 VISTA ACADEMY
9639 STRIVE PREP - SMART ACADEMY
9702 WEST LEADERSHIP ACADEMY
9693 WEST EARLY COLLEGE

Entrants must have permission from a parent or guardian prior to entering and such entry shall be deemed submitted by your Parent and shall be treated as if your Parent had made such entry.

**a. Exclusion.** Employees, contractors, directors, and officers of Amélie Company (the “Sponsor”) or Colorado Department of Transportation and their respective parents, subsidiaries, affiliated companies, and distributors, and the advertising, fulfillment, judging, and promotion agencies involved in the development and administration of the Contest (collectively the “Promotional Parties”), and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and household members, whether or not related, are not eligible to participate. This Contest is void outside Colorado and where prohibited by law. Subject to all applicable federal, state, and local laws and regulations.

**b. Social Media Sites.** This Contest is in no way sponsored, endorsed, or administered by, or associated with Instagram, Facebook, Twitter, Google, Pinterest, LinkedIn, Snapchat or other social media sites (the “Social Platforms”). You understand that you are providing information to Sponsor and not to the Social Platforms. This promotion is subject to the terms and conditions of the applicable Social Platforms. **THIS INCLUDES THE SNAPCHAT TERMS OF SERVICES PROVISION WHICH STATES YOU MUST NOT SNAP AND DRIVE:** <https://www.snap.com/en-US/terms/>. You hereby fully and completely release the Social Platforms from any costs, liabilities, or expenses of any kind that are related to, directly or indirectly, this Contest.

**c. Agreement with Official Rules.** Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding on all matters related to the Contest.

**2. PROMOTION PERIOD.** The Contest begins on September 18, 2017 at 7:00 a.m. mountain time and ends on September 22, 2017, at 6:00 p.m. mountain time (the “Promotional Period”). The Sponsor’s clock is the official clock for this Contest.

**3. HOW TO ENTER.** To enter the Contest, complete one of the following two methods of entry. Any form of entry other than described herein is void. All entries must be received during the Promotional Period.

**a. On Snapchat:** To enter, entrants must use the CDOT Snapchat geofilter provided by Amélie Company on the grounds of the entrant’s school campus. Send a snap using this geofilter to any number of Snapchat contacts. There is no limit as to the total amount of entries allowed via this method.

**b. Free Alternative Method of Entry.** To enter via this method, email Social@AmelieCompany.com with the entrant’s name and the name of the participating school they attend. Limit one entry per valid email address and limit one free alternative method of entry per person. You may not enter via both Snapchat and email.

**4. ENTRANT’S PERSONAL INFORMATION.** Personal information collected from entrants is

subject to the Privacy Policy found at <http://ameliecompany.com/privacy-policy/>. By entering the Contest, you expressly agree to the terms of the Privacy Policy. The Privacy Policy discusses how Sponsor may use your personal information. Your personal information will not be associated with your Snapchat entry.

**5. PRIZE DRAWINGS.** On or about September 26, 2017 at 5 p.m. mountain time, one potential winning high school will be selected from all eligible entries received. Limit one prize per winning school. The school with the highest amount of entrees will be deemed the winner. Odds of winning a prize are the total number of entries out of the total number of eligible entries received.

**6. PRIZE WINNER NOTIFICATION AND REQUIREMENTS.** A potential winning school will be notified via email on or about September 26, 2017 at 5 p.m. mountain time. At the Sponsor’s discretion, the Sponsor may also notify potential winners via other methods. Sponsor will have no liability for any notification that is lost, intercepted, or not received by any potential winner for any reason. The potential winners may be required to complete, sign, and return to Sponsor an affidavit of eligibility and a liability and publicity release (unless otherwise prohibited) within one day of the date of attempted notification. The prize may be forfeited if (a) the potential winner cannot be contacted within 72 hours, (b) the potential winner fails to complete, sign, and return the affidavit of eligibility and/or the liability and publicity release within the required time period (if so required), (c) the potential winner is not in compliance with these Official Rules, or (d) a prize or prize notification is returned as undeliverable. In the event that the potential winner is disqualified for any reason, Sponsor reserves the right, but does not have the obligation, to award the prize to the entrant with the next highest amount of entries, even if the disqualified potential winner’s name has been publically announced. All prize details

are at Sponsor's sole discretion. Should no winner accept the prize, it will be kept by the Colorado Department of Transportation.

**7. PRIZE.** There will be a total of one prize awarded. The total approximate retail value of all prizes to be awarded in this Contest is \$2,000. Prize must be returned to the Amélie Company and/or the Colorado Department of Transportation after 1 (one) calendar year from the date of receipt. No cash alternative or substitution will be allowed, except Sponsor reserves the right in its sole discretion to substitute a prize for another article of comparable value if the prize listed is unavailable for any reason. The prize package consists of 1) One seat belt trophy.

**8. OTHER PRIZE TERMS.** All taxes are the sole responsibility of the winner. Limit one prize per winner. Prizes and obligations pursuant to these Official Rules cannot be assigned. A purchase will not increase your chances of winning.

## **9. GENERAL CONDITIONS.**

**a. Publicity Release.** By accepting the prize, each winner grants Sponsor and their designees and sublicensees the right to use names, biographical information, testimonial, photo and/or likeness, voice, and/or prize information or personal exposition (and/or any edited portion thereof) for advertising, publicity, promotional, and other purposes in any and all media, now or hereafter devised, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law.

**b. Force Majeure.** Released Parties' (defined below) failure to comply with these Official Rules due to an act of God, natural disaster, war, terrorism, communications system or network error or failure, cyber-attack or hacking, actions of governmental control, or other events outside the control of the Released Parties shall not be considered a breach of these Official Rules.

**c. Disqualification.** Persons who tamper with or abuse any aspect of the Contest or website, who are in violation of these Official Rules, or who act in an unsportsmanlike or disruptive manner as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify, or terminate the Contest for any reason, including, but not limited to, should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness, or proper play, or submission of entries. If so terminated, at the Sponsor's discretion, Sponsor may randomly select the winners from among all eligible, non-suspect entries received prior to termination or as otherwise deemed fair and appropriate by Sponsor.

**d. Other Terms and Conditions.** Automated entries are prohibited, and any use of automated devices will cause disqualification. Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process. Entrants may not register with multiple email addresses nor may entrants use any other device or artifice to register multiple times or as multiple registrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to enter multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's discretion. Each entrant agrees to receive

commercial emails from Sponsor, which the entrant may opt-out of by following the instructions in a commercial email.

**e. Grant of License.** Entrant hereby grants to Sponsor a perpetual, irrevocable, worldwide, non-exclusive, fully transferrable (with the right to sublicense), fully paid-up license (i) to reproduce, prepare derivative work, distribute, perform publically, and display publically the Content for any lawful purpose and (ii) to all of entrant's rights in the Content, including the right to sublicense the Content and to use the Content in any advertising or for other lawful purpose. Entrant understands that Sponsor or its designees or sublicensees may use the Content for advertising and other purposes and, upon such use, entrant is not entitled to any further compensation.

**f. Representations and Warranties.** Entrant represents and warrants to Sponsor that (i) the Content does not violate the rights of any third party, including any rights in copyright, trademark, patent, trade secret, publicity, or likeness, and (ii) the Content does not disparage, denigrate, defame, libel, slander, or cast false lights on Sponsor or any third person.

**g. Indemnification.** Entrant will defend, indemnify, and hold harmless Sponsor against any and all claims, liabilities, settlements, expenses, and related attorneys' fees and costs incurred or suffered by Sponsor arising out of or resulting from (i) any claim of a third party arising from the infringement or violation of a third party's rights in the Content or (ii) any claim of a third party that the Content is defamatory, libelous, or slanderous or casts a false light.

## **10. LIMITATION OF LIABILITY.**

**a. Release.** By entering the Contest, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (i) to release, defend, indemnify, and hold harmless the Promotional Entities and their respective officers, directors, employees, agents, affiliates, and parent corporations (collectively, "Released Parties") 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 entrant's acceptance, receipt, possession and/or use or misuse of a prize; (ii) that Released Parties have neither made nor are in any manner responsible or liable for any 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; (iii) to comply with all Promotion Entities' policies, terms, and conditions relating to the use of Promotion Entities' websites; and (iv) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself. Failure to comply with these conditions may result in disqualification from the Contest at Sponsor's sole discretion. This release, defense, indemnification and hold harmless obligation shall survive any expiration or termination of the Contest.

**b. Limitation of Liability.** SPONSOR'S LIABILITY ARISING IN CONNECTION WITH THIS CONTEST, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF (I) \$5 WITH RESPECT TO NON-WINNERS; (II) \$500 WITH RESPECT TO THE WINNER AND SHALL BE FURTHER LIMITED TO ACTUAL DAMAGES EQUAL TO OR LESS THAN SUCH AMOUNTS. TO THE MAXIMUM EXTENT PERMITTED BY

LAW, SPONSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR FOR ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM. ENTRANT IS NOT ENTITLED TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF.

## **11. ADJUDICATION OF CLAIMS.**

DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY RELATED TO THIS CONTEST FINALLY DECIDED IN ACCORDANCE WITH THESE OFFICIAL RULES.

**a. Binding Arbitration.** Any claim, dispute, or controversy arising under or related to this Contest shall be resolved first by means of direct discussions with Sponsor. If not resolved pursuant to such discussions, claim, dispute, or controversy shall then be resolved by final and binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS"), in accordance with its streamlined arbitration rules and procedures or subsequent versions thereof (the "JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Colorado. All proceedings brought pursuant to this agreement will be conducted in the county of Denver in the state of Colorado. Any claim, dispute, or controversy arising out of or related to this Contest must be submitted to JAMS within three months from the last day of the Promotional Period; otherwise, such claim is permanently barred.

ANY PROCEEDINGS TO RESOLVE ANY DISPUTE SHALL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS AND ENTRANT WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, OR IN ANY PROCEEDING IN WHICH AN ENTRANT OR SPONSOR ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE WRITTEN CONSENT OF ENTRANT, SPONSOR, AND ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING.

If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate such dispute.

**b. Litigation in Certain Circumstances.** IF THE BINDING ARBITRATION PROVISION ABOVE IS DETERMINED TO BE NULL AND VOID OR IF ANY CLAIM OR CONTROVERSY MUST BE LITIGATED FOR ANY REASON, ENTRANT AND SPONSOR HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST.

ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE JUDGE MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

Any action brought by entrant or sponsor under this agreement shall only be brought in a state or federal court located in the county of Denver, state of Colorado. Entrant hereby submits to the jurisdiction and venue of such courts and waives any objection to which the entrant otherwise might be entitled regarding such jurisdiction or venue.

**12. GOVERNING LAW.** These Official Rules and the Contest are governed by U.S. laws and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state of Colorado, U.S.A., without giving effect to the conflict of laws rules thereof.

**13. SEVERABILITY.** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor may, in its discretion, replace the invalidated or unenforceable provisions with valid and enforceable provisions that, in the Sponsor's discretion, fulfill the intent of the Contest.

**14. COPY OF WINNER LIST AND OFFICIAL RULES.** For the name of the winner or a copy of these Official Rules, send your request to Amélie Company – CDOT Snapchat Contest Winners List, 2601 Blake Street, Suite 150, Denver, CO, 80205. All such requests must be received by September 27, 2017.

**15. SPONSOR.** Amélie Company, 2601 Blake Street, Suite 150, Denver, CO, 80205.

Abbreviated Rules: No purchase necessary. Eligibility restrictions apply. Contest begins 9/18/17 and ends 9/22/17. Void where prohibited.