

HSP Pumpkin Carving Contest Guidelines

We will have a pumpkin carving contests this year, last day to enter the contest is October 29th, 2020. To participate you will simply need to post a picture of you holding your, follow us, tag us and add the following hashtag to your post: #HSPHalloween. All judging will take place at HSP Corporate Office, Pumpkins will be judged on originality, design, detail and creativity. Winners will be announced Thursday, October 30th, 2020 12PM PST.

All participants must be sure to add the following to their social media post:

- Post a picture of yourself holding your creation
- Be a follower of HSP on the social media platform you posted your entry
- Tag us in your picture
- Include the following hashtag: #HSPHalloween

HSP Pumpkin Carving Contest:

- The contest will be virtually held and starting October 21st , 2020 and will end of October 29th , 2020 11:59PM PST.
- Participants will use their own carving kits or stencils, pumpkins and or supplies. No reimbursement for supplies will be issued.
- Pumpkins are not to be painted or otherwise decorated. Only carved pumpkins will be entered into the contest.
- Inappropriate pumpkins will be immediately disqualified and removed from our social media site.
- 2 prizes are available for the best carving. Winners will be judged on originality, design, detail, creativity and overall detail of their finished piece. (1 st - \$500 Amazon Gift Card, 2nd - \$250 Amazon Gift Card, 3rd & 4th - \$100 Amazon Gift card, 5th – \$50 Amazon Gift Card)
- Prizes will be distributed via email, winners will be posted on our social media sites 10/30/2020

All entries must follow the entry, posting and participation rules listed above. Entries posted after the deadline will not be considered. Inappropriate carvings will be disqualified and removed from our social media sites. There will be no reimbursements for supplies used to participate in the HSP Pumpkin Carving Contest.

Good Luck to you!

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of HSP, Inc, which shall be final in all respects relating to this Contest; (b) to release, discharge and hold harmless HSP, Inc, and their respective parents, affiliates, subsidiaries, and advertising and Contest agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or the acceptance,

possession, use or misuse of any awarded prize (or portion thereof), including any/all travel/activity related thereto; and (c) to the use of his/her name, address (city and state), voice, performance, photograph, image and/or other likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by HSP, Inc and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Released Parties not responsible for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for late, lost, damaged, misdirected, incomplete, undeliverable, destroyed, garbled, postage-due, illegible, inaccurate, delayed or stolen entries or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether typographical, human mechanical, electronic, computer, network, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries or mail, the announcement of the prize or in any Contest-related materials. 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 Contest. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. HSP, Inc may disqualify anyone from participating in the Contest or winning the prize (and void all associated entries) if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or HSP, Inc's representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, HSP, INC RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. HSP, Inc reserves the right in its sole discretion to cancel, modify or suspend any portion of the Contest for any reason, including should any cause corrupt the administration, security or proper play of the Contest and, in the event of termination, to determine the potential winner in a random drawing from among all eligible non-suspect entries received and combined up to such time of impairment. DISPUTE RESOLUTION: Except where prohibited by law, as a condition of participating in this Contest, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or prize awarded, 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 nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, whether foreseeable or not and whether based on negligence or otherwise, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and entrant further waives all rights to have damages multiplied or increased. CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and

obligations of entrant and HSP, Inc in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA.