

# Traveling with RediClinic's Run E. Nose Contest

## LEGAL TERMS AND CONDITIONS

### GENERAL:

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO ENTER. OBTAINING AN OFFICIAL, REDICLINIC PRODUCED TRAVELING RUN E. NOSE IS ALSO REQUIRED.**

Your entry into the Traveling with RediClinic's Run E. Nose Contest (the "Contest") is subject to the Contest Rules, the following Legal Terms and Conditions, and all other guidelines, terms and conditions stated elsewhere on this site and all applicable laws, ordinances and regulations, including but not limited to all laws respecting intellectual property, trademarks, copyrights, rights of privacy, pornography and defamation.

By entering the Contest, you accept and agree to be bound by the Contest Rules and these Legal Terms and Conditions. RediClinic, LLC shall be the administrator of the Contest and shall sometimes be referred to as the "Administrator" or "Sponsor". Sponsor's address is 9 E. Greenway Plaza, Suite 2950, Houston, TX 77046 and Sponsor can be reached at [runenose@RediClinic.com](mailto:runenose@RediClinic.com).

### HOW TO OBTAIN A TRAVELING RUN E. NOSE:

There are two ways to obtain a Traveling Run E. Nose:

1. Every person who purchases a RediClinic Travel Healthy Package between the dates of the contest period will receive a traveling Run E. Nose in their packet.
2. Receive a Traveling Run E. Nose by emailing [runenose@RediClinic.com](mailto:runenose@RediClinic.com)

### SUBMISSIONS OF PHOTOGRAPHS:

How to Submit Photos: Post your photo on the wall of the official RediClinic [Facebook](http://www.facebook.com/pages/Houston-TX/RediClinic/105071493114) page, located at <http://www.facebook.com/pages/Houston-TX/RediClinic/105071493114>. Don't have a Facebook account? Simply email your photo, along with a completed **Release Form**, to [runenose@rediclinic.com](mailto:runenose@rediclinic.com).

Submission Requirements: All work submitted must be original work and must contain an official RediClinic **Traveling Run E. Nose** in the picture. Digitally enhanced images, manipulated or composites of multiple images must be derivations of the entrant's original photos for which the entrant is the copyright holder. We will accept photos taken by you or photos of you with the **Traveling Run E. Nose**. However since photos of you are usually taken by someone else, you **MUST** have their consent to use the picture that you submit. As such, you are required to comply with all U.S. and international copyright laws, any and all laws regarding intellectual property and you will indemnify RediClinic and its affiliates for any violations in connection with the image(s) submitted to the Contest.

Indemnification: Entrants agree to indemnify and hold harmless RediClinic, its affiliates, subsidiaries, parents, directors, offices, and employees, against any and all claims, judgments, damages, liabilities, penalties and fines of any kind, stemming from any discovery that the submitted photo violates any and all applicable laws. By submitting your images, you grant RediClinic and its affiliates the right to use, publish or disseminate any of your images in print and/or on our website, online publications, email newsletters or in any other manner we desire and without compensation. You also waive any claims of ownership or copyright protection with the photos you submit.

Right to Remove: RediClinic reserves the right to remove photos from its Facebook page and contest consideration if the content of the photos, includes content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate.

### CONTEST PERIOD:

The Traveling with RediClinic's Run E. Nose Contest begins at 12:00:00 a.m. (Central Standard Time) on Tuesday, June 15, 2010 and ends at 11:59:59 p.m. (Central Standard Time) on Thursday, September 30, 2010. Photos submitted before or after the contest period will not be eligible for consideration. At least 25 total and unique entries must be submitted in order for Contest to occur.

### DONATION PRIZE(S):

There are two (2) ways to win the Donation Prize(s):

- (1) Most creative photo submitted – See **Creative Judging Requirements** for more information; and
- (2) Most entries, photos entered must be unique from one another, submitted by same entrant—*regardless if entered on Facebook or via email*

No entrant can win both Donation Prizes. The Donation Prize winners will choose a §501(c)(3) (*charitable organization*) that will receive a \$1,000 donation given in the entrant's honor and the donation prize will be provided by RediClinic on or before November 30, 2010. All prizes are not exchangeable for cash, goods or credit, in part or in full.

**CREATIVE JUDGING REQUIREMENTS:**

The photos submitted shall be judged by the RediClinic Photo Contest team, a panel of judges solely selected by RediClinic. Photos submitted will be judged on the following criteria: 40% creativity and originality, 20% exotic location, 40% use of **Traveling Run E. Nose** in the picture. All decisions of the RediClinic Photo Contest judges will be final, binding, and nonappealable.

**NOTIFICATION OF WINNERS:**

Each winner will be chosen on or about October 16, 2010. All potential winners will be notified either via Facebook direct messaging or via email address provided. Failure to respond within 14 days of notification, failure to sign a release form, or failure to provide a §501(c)(3) charitable organization will deem the potential winner to have forfeited the prize, and an alternate potential winner will be chosen. By providing a §501(c)(3) charity name, winner(s) constitutes permission to use the winner's name, likeness, biography, and prize won for purposes of advertising, promotion and publicity without additional compensation, except where prohibited or restricted by law.

**ELIGIBILITY:**

In order to participate in the Contest, you must be a legal resident of the United States. All federal, state, and local laws and regulations apply. Void in FL and NY, and where prohibited or restricted. Must be 18 years of age or older as of June 15, 2010 to enter. Employees, officers and directors of RediClinic and its affiliates and their immediate families and those living in the same household are not eligible to enter or win. Winning a prize is contingent on fulfilling all requirements set forth herein. RediClinic reserves the right to verify the eligibility of winners.

**COPYRIGHT NOTICE:**

RediClinic respects the intellectual property of others, and we ask our users to do the same. It is our policy to respond to clear notices of alleged copyright infringement. Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is infringing your copyrights.

**GENERAL RESTRICTIONS:**

This Contest will be governed by the internal laws of the State of Texas. By participating in this Contest, each entrant accepts the conditions stated in the Contest Rules and these Legal Terms and Conditions, agrees to be bound by the decisions of the judges and warrants that she/he is eligible to participate in this Contest. By accepting prize, winner agrees to release Administrator and its directors, employees, officers and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding.

***Warning: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of this contest is a violation of criminal and civil laws. Should such an attempt be made, sponsor reserves the right to seek damages from any such individual to the fullest extent permitted by law.***

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Entrant's Name

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Date

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Phone (Day)

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(Night)

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Email

By signing above, I acknowledge that I have read and fully understand and agree to comply with the Legal Terms and Conditions of this contest and I understand that I relinquish all claims to any and all copyrights, royalties, and other benefits derived from the sale or reproduction of this work other than the donation prize awarded the winning entry. I further authorize

RediClinic to display my entry in any manner it so chooses.