

Journey Moore Often Pandemic Search Scavenger Hunt

Official Rules, Disclaimer, & Waiver Document

OFFICIAL RULES

The Pandemic Search Scavenger Hunt Event (hereinafter referred to as "Event") is sponsored by Journey Moore Often Ltd (hereinafter referred to as either "JMO" or "Host"). By participating in the Event, you (hereinafter referred to as the "Participant"), confirm acceptance of any and all guidelines as listed and/or intended.

- **ENTRANCE FEE:** There are no fees or purchases necessary for this scavenger hunt. Future scavenger hunts may require an entrance fee which shall be advertised as part of the registration.
- **PARTICIPANT ELIGIBILITY:**
 - Those wishing to take part in Event will be required to register to apply as a Participant by filling out the 2020-01 Pandemic Search Scavenger Hunt – Registration Application Form and returning it to journeymooreoften@gmail.com prior to the registration deadline.
 - This Scavenger Hunt is open to individuals 18 years of age or older as of May 9, 2020. Proof is required during registration application.
 - This particular Event is open to residents of any nation, however, if all data and information is incomplete or cannot be properly verified, applicants may not be approved as a Participant.
 - A maximum of 12 registered and approved Participants for the Pandemic Search will be allowed to register for this Event.
 - Only one Participant per address location can participate. While the location/household is a single entry, all within the household are free to assist the Participant.
 - Should a Participant not be able to participate, JMO reserves the right to add (or not to add) another Participant as a replacement.
 - Employees of Journey Moore Often Ltd, its respective affiliates, subsidiaries, dealers or retailers, advertising, production and promotion agencies, any independent

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judging organization(s), and the immediate families and/or members of the same household of each are not eligible.

- **INFORMATION:** The personal information Participants provide (e.g. name, email address, address, phone, etc.) may be saved in our customer database and used to contact Participant in the future with subscription offers and/or email newsletters, or other sales correspondence. JMO will not purposely share a Participant's information to the general public. Participant's information may possibly be shared with any JMO partner(s) for use in their online communications. Our goal is to provide Participants with information that is relevant and desirable to Participants, thus if any Participant wishes to opt-out, they may do so at any time. Update preferences via email journeymooreoften@gmail.com, or call 1-302-235-1850 to opt-out.
- **WINNER NOTIFICATION:** Only a registered and approved Participant can be deemed as an Event winner. Winner(s) will be contacted as quickly as is possible via the contact information provided by the Participant. Host is not responsible for any Participant information that is incorrectly submitted. Winner(s) list may be publicized in print or online promotional materials.
- **PRIZE:** One prize in will be awarded to any Participant(s) who is/are declared as the Event winner. Acceptance of prize constitutes permission (except where prohibited) to use winner's name, hometown, and likeness for purposes of advertising, promotion, and publicity without additional compensation. Cash value of any prizes will be established by JMO prior to the beginning of the Event. Winners will be notified by email. Winners may be required to provide name, address, email address, phone number, and other information in order to fulfill the award.
- **RIGHTS:** By participating in this Event, each Participant grants the Host a non-exclusive, irrevocable, world-wide right to reproduce, and modify, submitted photographs in any form or media without limitation. The Host's license shall include the right to use submissions in Event-related content as provided by JMO in any format; in digital archives, in e-mails and in promotions related to this Event and/or similar future Events, and compendiums (in any media) of Event submissions and/or winner(s). The Participant grants such license without expectation of compensation of any kind and accepts the conditions stated in these Official

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Rules, agrees to be bound by the decisions of the judges and warrants that she/he is eligible to participate in this Event. By accepting any prize associated with the Event, winner agrees to release Host, 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, receipt, and/or use or misuse of prize or participation in any prize-related activities.

- **RISK:** Participants in any Journey Moore Often Scavenger Hunt visit all sites/locations and undertake all activities at their own risk. By participating, Participant agrees to release Host, 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 travel to, visitation of, and/or photography of scavenger hunt sites and/or any Event-related sites or activities. Host assumes no responsibility for the activity or behavior of Event participants during the travel to, visitation of, and/or photography of scavenger hunt sites and/or any Event-related sites or activities.
- **LAWS:** Participants may not break any laws, rules, ordinances, regulations, etc. in the preparation of, participation in, or after the Event. Examples would include but not be limited to; speeding, ignoring proper social distancing, trespassing, theft, urinating in public places, illegal parking, or any other behavior legal or otherwise that may be considered inappropriate. Event void wherever prohibited or restricted by law. All applicable laws and regulations apply in the United States of America, and Participant's host country.
- **JURISDICTION:** Any disputes that may arise requiring legal action shall be governed by the laws of the Commonwealth of Pennsylvania in the United States of America.
- **HOLD HARMLESS:** Participants agree to indemnify and hold harmless Journey Moore Often Ltd (Host), its agents and employees from any claim or proceeding resulting from Participant's entry.
- **MISCELLANEOUS:** Host is not responsible for late, lost, stolen, damaged, garbled, incomplete, or misdirected entries or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software,

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communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Host disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Event, and reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Event should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Host's control corrupt or affect the administration, security, fairness or proper conduct of the Event. In the event of such cancellation, termination or suspension, a notice will be posted. Host reserves the right, at its sole discretion, modify or cancel this Event at any time and to disqualify any Participant if his or her participation affects the integrity of the Event.

- **CAUTION:** Any attempt by a Participant or those associated with the Participant to deliberately damage any website or undermine the legitimate operation of this event is a violation of criminal and civil laws. Should such an attempt be made, Host reserves the right to seek damages from such Participant or those associated with the Participant to the fullest extent as permitted by law.

Any prospective Participant may contact us at JourneyMooreOften@gmail.com with questions.

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DISCLAIMER

The information contained in www.journeymooreoften.today is for general information purposes only. Journey Moore Often Ltd endeavors to keep all website information up to date and correct, however, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to any information, products, services, or related graphics contained on the www.JourneyMooreOften.Today website for any purpose. Any reliance a Participant places on such information is therefore strictly at the Participant's own risk.

In no event will Journey Moore Often, Ltd be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of JMO's website.

Through JMO's website Participants are able to link to other websites which are not under the control of JMO. As such, JMO has no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the JMO website up and running smoothly. However, JMO takes no responsibility for, and will not be liable for, the JMO website being temporarily unavailable due to technical issues beyond our control.

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WAIVER

By attending any Journey Moore Often Scavenger Hunt Event, Participant acknowledges that participation in the Event exposes Participant to a possible risk of personal injury. Participant hereby releases Journey Moore Often, Ltd (hereinafter referred to as "Host"), its officers, directors, employees, agents, licensees, subsidiaries, consultants, and affiliates, from any and all liability from personal injuries, property damage, and/or other claims arising from or in connection with Participant's participation in the Event including claims that are known and unknown, foreseen and unforeseen, future or contingent.

Further, Participant hereby releases all corporate sponsors affiliated with the Event, (hereinafter referred to as "Event Sponsors"), their officers, directors, employees, agents, licensees, subsidiaries, consultants, and affiliates, from any and all liability from property damage, personal injuries, or other claims arising from or in connection with Participant's participation in the Event including claims that are known and unknown, foreseen and unforeseen, future or contingent.

Participant does hereby covenant that Participant shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the Host, the Event Sponsors, their officers, directors, employees, agent, licensees, subsidiaries, consultants, and affiliates, for acts or conduct arising out of, or relating to an action for bodily injuries or damages of whatever kind.

Submitting a registration application and confirmation by a verified email shall be considered signature understanding and agreement of this Official Rules, Disclaimer, and Waiver Document. By signing this agreement, Participant agrees to waive their right to bring an action, suit against the Host, the Event Sponsors, their officers, directors, employees, agents, licensees, subsidiaries, consultants, and affiliates, and if such action is commenced, Participant agrees to release and discharge said claim.