

## CONTEST OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**1. Promotion Period:** The Contest begins on July 15<sup>th</sup>, 2015 at 12:01am Pacific Time (PT) and ends on July 31<sup>st</sup>, 2015 at 11:59:59 pm PT (“Promotion Period”).

**2. Sponsor:** Media Temple, Inc. (“Media Temple”), 8520 National Blvd #A, Culver City, CA, 90232.

**3. Eligibility:** Open to legal residents of the 50 United States including the District of Columbia and Canada (excluding Quebec), who are at least 18 years of age (or the age of majority in the entrant’s place of residence, whichever is older) at the time of entry. Employees, officers and directors of Sponsor and Contest partners (“Partners”), their respective related companies and agents, as well as the immediate family (defined as parents, spouse, children, siblings and grandparents) and household members of each are not eligible to enter. Participation constitutes entrant’s full and unconditional acceptance of these Official Rules and Sponsor’s decisions, which are final. Winning a prize is contingent upon fulfilling all requirements as set forth in these Official Rules.

**4. How to Enter:** To participate in Media Temple’s “Fonts in the Wild” Contest (“Contest”), during the Promotion period, an individual must:

1. Take a photo of font that you see in your everyday life.
2. Tag Media Temple (@mediatemple)
3. Use the hashtag #fontsinthewild
4. Name the specific font for bonus points.
4. Post to Instagram or Twitter.

Individuals that do each of the above are considered an “Eligible Participant” and each instance an “Eligible Entry.” Limit one entry per person per day regardless of the entry method. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for late, lost, incomplete, unintelligible, invalid, or misdirected requests, which will be disqualified. Sponsor assumes no responsibility for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, garbled or jumbled transmissions, or service provider/Internet/web site/use net accessibility or availability, traffic congestion, or unauthorized human intervention or the incorrect or inaccurate capture of entry information, or the failure to capture any such information. All information provided to Sponsor will be used in accordance with Sponsor’s then-current privacy policy available on the Media Temple Site. BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO PERMIT SPONSOR TO ANNOUNCE YOUR NAME VIA TWITTER, INSTAGRAM AND ITS OWN BLOGPOST AS A WINNER, SHOULD YOU BE CHOSEN.

**5. Drawing for Winners:** Eligible Entries will be judged on the creativity of the shot, their ability to name the font, the inclusion of the #fontsinthewild hashtag, and the inclusion of tagging @mediatemple. Once the contest ends, on July 31<sup>st</sup>, a panel of Media Temple employees will pick the 3 winners from among all Eligible Entries and announce them August 3<sup>rd</sup>, 2015 on Twitter, Instagram, and the Media Temple blog post. Weekly winners chosen in the same manner on the same criteria and announced the Monday following the previous week.

**6. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S**

**ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY IS VOID AND WILL NOT BE HONORED.**

**7. Prizes:**

**First Place (1):** \$200 Gift Card to MyFonts.com and a Media Temple swag bag, which includes a (mt) Kanteen, (mt) Shirt, (mt) Notebooks, (mt) Lamy Pen, and (mt) bag.

**Second Place (1):** \$100 Gift card to MyFonts.com and a Media Temple swag bag, which includes a (mt) Kanteen, (mt) Shirt, (mt) Notebooks, (mt) Lamy Pen, and (mt) bag.

**Third Place (1):** \$50 Gift card to MyFonts.com and a Media Temple swag bag, which includes a (mt) Kanteen, (mt) Shirt, (mt) Notebooks, (mt) Lamy Pen, and (mt) bag.

**Weekly Winners (2):** (mt) swag bag which includes a (mt) Kanteen, (mt) Shirt, (mt) Notebooks, (mt) Lamy Pen, and (mt) bag.

Total Retail Value of all prizes is \$650. No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of the Sponsor. Prize subject to availability and Sponsor reserves the right, at its sole discretion, to award a prize of greater or equal value if the advertised prize is unavailable. If prizes remain unclaimed after the Promotion Period, they will not be awarded. Odds of winning a prize are based on the number of eligible entries received during the Promotion Period.

**Limit one (1) weekly prize per Eligible Participant. Weekly prize winners will also be eligible to also win First, Second or Third Place Prize. The rules of winning a weekly prize are the same guidelines required to win the Place Prizes.**

Winners are responsible for all federal, state, and local taxes, including without limitation any applicable income taxes on prizes and for any other expenses relating to the use of prizes. Sponsor, to the extent required by law, reserves the right to notify local, state and federal taxing or regulatory authorities of the identity of the winner, the value of the prize, and any other information required by any applicable statute, regulation, or ordinance.

**8. Verification of Winners:** All potential winners will receive a claim form via e-mail to submit the official name and shipping information. By entering the Contest, you consent to receive emails from Sponsor regarding your participation in the Contest. Potential winners of prizes valued at \$600 or more will be sent via e-mail a claim form and affidavit of eligibility/liability/publicity release that must be signed and notarized (where permitted by law) within seven (7) days of the date notice or attempted notice is sent. Please allow 10-12 weeks from the end of the program to receive your prize.

If the potential winner is a resident of Canada, in order to win and receive the prize he/she must also first correctly answer, unaided and without mechanical or electronic assistance, a time-limited mathematical skill-testing question administered by telephone. Failure of a Canadian potential winner to correctly answer the skill-testing question in the time allotted will result in disqualification, the forfeiture of his or her interest in the prize, and the random selection of a substitute potential winner from among all remaining eligible entries received.

9. **General Rules:** Where permitted by law, entrants that become prize winners grant to Sponsor, and those acting pursuant to Sponsor's permission, the right at any time to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising, trade and promotional purposes without additional consideration, and without review, notice or approval.

Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be (a) tampering with the entry process or the operation of the Contest; (b) acting in violation of these Official Rules; (c) acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed, third party, or like entry methods will void all such entries, and any participant using any such method will be disqualified. In the event of a dispute as to entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to enter the Contest at the actual time of entry, will be deemed to be the participant and must comply with these rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, on-line service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address. Sponsor may prosecute any fraudulent activities to the full extent of the law.

10. **LIMITATION OF LIABILITY:** BY PARTICIPATING IN THE CONTEST, ENTRANTS AGREE TO ABIDE BY THE TERMS OF THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR, WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THE RULES, AND RELEASE, INDEMNIFY, AND HOLD HARMLESS THE SPONSOR, OR OTHER CONTEST PARTNERS, AND EACH OF THEIR PARENTS, AFFILIATES, SUBSIDIARIES, PRIZE SUPPLIERS, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS AND EMPLOYEES (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS, OR ANY LIABILITY OF ANY KIND RESULTING FROM OR ARISING FROM PARTICIPATION IN THE CONTEST OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF THE PRIZE THAT MAY BE AWARDED. WINNERS AGREE TO ACCEPT THE PRIZE "AS IS", AND ENTRANTS HEREBY ACKNOWLEDGE THAT THE SPONSOR OR PARTNERS HAS NEITHER MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE, INCLUDING EXPRESS WARRANTIES (IF ANY) PROVIDED EXCLUSIVELY BY A PRIZE SUPPLIER THAT ARE SENT ALONG WITH THE PRIZE.

11. **Additional Terms and Conditions:** Except where prohibited, by participating in the Contest entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of Arizona without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Contest, or awarding of the prizes, shall be filed only in the state or federal courts located in the State of Arizona and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Contest, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have

damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

Releasees are not responsible for printing or typographical errors in any Contest-related materials; or for transactions (including response submissions) that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, mail system, human or other error; or for electronic, computer, or telephonic malfunction or error, including inability to access any web site associated with this Contest, or process any transaction thereon. If in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, the Sponsor and Partners reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and or void any entries submitted fraudulently, modify or suspend the Contest, or to terminate the Contest and award the remaining prizes using all eligible, non-suspect entries received as of the action requiring such termination. Sponsor reserves the right to modify or terminate the Contest in its entirety at any time and at its sole discretion. Should the Contest be terminated or modified prior to the stated end date, notice will be posted on [www.godaddy.com](http://www.godaddy.com) or as redirected to an alternative link. Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor and Partners reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Any attempts by an individual to access any web site associated with this Contest via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices, or Contest entry services or programs is prohibited.

**12. Winners List or Rules Requests:** Send a self-addressed, stamped envelope to: Media Temple, Inc. Inc. "Fonts in the Wild" Contest (Please list either Winner's List or Rules Requests). Requests must be received by August 15<sup>th</sup>, 2015. VT residents may exclude return postage.

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