

Bertazzoni Kitchen Design Contest 2019

Sponsored by **monde** Home Products



### **Official Contest Rules**

This contest is governed by the rules set out below. By entering this contest, you agree to abide by those rules and the Sponsor's decisions. You also agree to comply with all applicable laws. The Sponsor is entitled, in its sole discretion, to interpret these rules as needed, and its interpretations and decisions are final.

**NO PURCHASE NECESSARY. ANY PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1) **CONTEST DESCRIPTION AND PERIOD:** The Monde Home Products Bertazzoni Kitchen Design Contest (the "**Contest**") entry period begins on November 1, 2018 at 12:00:01 am Pacific Daylight Time (PDT) and ends December 31, 2019 at 11:59:59 pm Pacific Standard Time (PST) (the "**Entry Period**"). The Sponsor's computer is the official time-keeping device for the Contest. Construction must be completed within the contest period of January 1, 2016 to December 31, 2019 (the "**Contest Period**"). The last day to submit your contest entry is March 31, 2020. Each project can only be entered once. Projects entered in previous Monde Home Products Bertazzoni Kitchen Design Contests are not eligible. You will have the opportunity to enter your best Bertazzoni Kitchen Design and to win one of three prizes. The grand prize will be a trip for two to Italy, including a factory tour in the Bertazzoni Factory in Guastalla and several days in a classic Italian city.

2) **HOW TO ENTER:** You can enter the Contest in accordance with the steps described on the contest description page located at [www.mondehomeproducts.com](http://www.mondehomeproducts.com) (the "**Website**") in accordance with these rules. You will be required to visit the Monde Home Products Website and click on a link called "Contest", then upload at least three (3) photos, but no more than five (5) photos, of the completed Kitchen Design as instructed, indicate all products used, and write a narrative which provides background information on the project (collectively, an "**Entry**").

All kitchen project entries must be within the territories covered by Monde Home Products, namely: BC, AB, SK or MB in Canada; WA, OR, ID, WY, MT or AK in the United States of America.

Each entry should include at least 3 out of 5 Bertazzoni product categories, wherein one of the categories must be under the Freestanding Cooking category or Built-in Cooking category. Categories are as follows: Freestanding Cooking, Built-in Cooking, Ventilation, Refrigeration, and Dishwasher.

Products under the Freestanding Cooking category are:

- Gas range
- Dual-fuel range
- Induction range
- Electric range

Products under the Built-in category are:

- Single wall oven
- Double wall oven
- Steam-Combination oven
- Speed-Microwave combination oven
- Rangetop
- Gas cooktop
- Induction cooktop
- Electric ceran cooktop

Products under the Ventilation category are:

- Wall-mount hoodfan
- Under-cabinet hoodfan
- Liner inserts
- Over-the-range microwave hood

Products under the Refrigeration category are:

- Freestanding bottom-mount refrigerator
- Freestanding French-door, bottom mount refrigerator
- Built-in bottom-mount refrigerator (panel-ready, or stainless steel panel door)

Products under the Dishwasher category are:

- Dishwasher with stainless steel panel
- Dishwasher with panel-ready doors (18", 24")

Here are a few examples of kitchen packages that qualify in this Contest:

PACKAGE 1:

- One (1) Freestanding Gas Range
- One (1) Steam-Combination Oven
- One (1) Wall-mount Hoodfan

PACKAGE 2:

- One (1) Single wall oven
- One (1) Rangetop
- One (1) Liner insert
- One (1) Dishwasher

PACKAGE 3:

- One (1) Dual-fuel range
- One (1) Under-cabinet hoodfan
- One (1) Freestanding French-door, bottom mount refrigerator

There is no limit to the number of Entries that can be submitted by an eligible Entrant as long as each Entry features a unique kitchen design.

Entrants are required to indicate that they have read, accepted, and agreed to be bound by these rules (the “**Official Rules**”). The name of the person entering the Contest must be the authorized account holder of the e-mail address used to enter to the Contest; otherwise, the Entry may be disqualified. In the event of a dispute over the identity of a winner, an entrant will be required to provide identification sufficient to show that he/she is the authorized account holder of the email address in the online Entry form. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail or other address during the Entry Period. Automated and/or repetitive electronic submissions (including but not limited to entries made using any script, macro, bot or Contest service) will be automatically disqualified and transmissions from these or other email or IP addresses may be blocked.

Your Entry must fulfill all guidelines and criteria set out in these Official Rules and must be submitted before the end of the Contest Period to be eligible to win a prize. Entries that do not comply with these Official Rules (as determined by the Sponsor in its sole discretion) will be considered void. You are solely responsible to ensure that your Entry is properly uploaded as described above. The Sponsor is not responsible for lost, delayed, misdirected, illegible, incomplete, damaged or otherwise undeliverable Entries, or any delay or failure to transmit, process, receive or consider Entries.

3) ELIGIBILITY: The Contest is open only to persons who are legal residents of BC, AB, SK or MB in Canada, or WA, OR, ID, WY, MT or AK in the United States of America and who of the age of majority in their jurisdiction of residence at the time he or she submits an Entry who do not reside in an area where such contests are prohibited or restricted by law. The contest is open only to individuals or group of individuals who are Professional Interior Designers, Kitchen Designers, Architects or Builders. The sponsor of this Contest is Monde Home Products (the “**Sponsor**”). Officers, directors, employees, contractors, representatives and agents of the Sponsor, its parent companies (if any), subsidiaries and affiliated companies, advertising, promotional and judging persons or agencies, persons engaged in the development, production or distribution of materials for this Contest (collectively, the “**Promotion Parties**”) and their immediate family members (parent, child, sibling, and spouse of each) of and/or persons living in the same household as such individuals (whether related or not) are not eligible to participate. This Contest is void in all U.S. territories and possessions and where otherwise prohibited by law. The Sponsor may request valid proof of identity, residency, age and other relevant documentation, and may at any time in its sole

discretion disqualify any entrant who does not meet the Contest's eligibility criteria, fails to comply with these Official Rules, attempts to enter the Contest in any manner or through any means other than as described in these Official Rules, attempts to disrupt the Contest or attempts to circumvent any of these Official Rules.

4) USE OF YOUR SUBMISSION AND PERSONAL INFORMATION: The word “**Content**” as used herein means your design submission and all the elements contained in it (such as copyrights, location releases, etc.)

(a) By entering the Contest, you grant to Sponsor an ongoing, universal right and license (with the full rights to sub-license through multiple tiers), but not the obligation, to use, copy, distribute, perform, display, publish, and create derivative works of the Content for any commercial or non-commercial purpose, without any fee or other form of compensation and without further notification or permission, but only in connection with the promotion, advertising or announcements of or for the Contest/Sponsor (which may include such things as being displayed on the Website and/or Sponsors Facebook page).

(b) To the extent the Content contains third party materials, you represent and warrant to us that you have obtained written permission granting us an ongoing, royalty-free, fully paid, freely transferable (with full rights to sublicense through multiple tiers) universal, unconditional and irrevocable right and license to copy, distribute, perform, display and to create derivative works from such third party materials for advertising, trade, other commercial purposes or any other purpose, but only for the promotion, advertising or announcements of or for the Contest and Sponsor.

(c) Entries and other submitted materials will not be acknowledged or returned. By submitting an Entry: (i) You represent and warrant that your Content is all your original work, has not been stolen or plagiarized; and, the Content does not violate any copyright, trademark, publicity right, or any other right or license of any third party; and, (ii) You represent and warrant that you meet the requirements and qualifications for this Contest and that you have read these Official Rules and are fully familiar with them.

(d) You agree to indemnify, and hold the Promotion Parties and Sponsor, and their respective directors, officers, employees and representatives, harmless from and against any third party claims (including reasonable attorneys' fees and costs) arising from any use of the Content. You waive (i) any right to publicity, privacy or moral rights relating to the Content or your participation in this Contest, and (ii) any right to inspect or approve uses of the Content, or to be compensated for any such uses. To the extent these rights may not be waived legally, you agree not to assert them.

(e) By submitting an Entry, you grant the Sponsor and its affiliated companies for a period of three (3) years from the end of the Contest Period, the right (except in the state of Tennessee and where otherwise prohibited by law), to use your name, photograph, likeness, image, address (city and state), voice, biographical information, submission/Entry and written or oral statements, for advertising and promotional purposes, but only for advertising, promoting or publicizing the Contest and Sponsor. These uses shall be without compensation unless required by law. You shall have no right of approval, and no claim (including, without limitation, claims based on invasion of privacy, defamation, rights of integrity or attribution, or right of publicity) arising out of any use, blurring,

alteration, or use in composite form of your name, image, photograph, likeness, voice, address (city and state), biographical information, or Entry. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies and agents for all entrants in the Contest, including entrants who are selected as prize winners and those entrants who are not selected. Sponsor shall have no obligation to use the winning Entries or any other Entry for any purpose.

(f) Your Entry shall not: (1) contain trademarks or copyrighted material not owned by you or used without permission (including, but not limited to, company names and other brand names); (2) use individuals' names, in whole or in part without permission; (3) refer to public figures; (4) contain profanity, pornographic, or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind (including racism, sexism, etc.), content that promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content; (5) defame, misrepresent, or contain disparaging remarks about other people or companies, including, but not limited to Sponsor; (6) promote a political agenda regardless of the political affiliation; or (7) contain materials embodying the names or other identifying elements of any person, living or dead, without permission.

5) WINNER SELECTION AND NOTIFICATION: Sponsor and/or a panel of judges selected by Sponsor will review all eligible Entries and select 6 semi-finalists based on adherence to assignment, and best use of Bertazzoni appliances and products in a kitchen design (which includes overall visual appeal, creativity and strong elements and principles of kitchen design). From the group of semi-finalists, the panel of judges will choose a grand prize winner, a second place winner and a third place winner. Sponsor expects that winners will be announced on April 30, 2020, between 8:00 am and 4:00 p.m. PDT. The Sponsor or judges' decisions are final and binding in all matters relating to this Contest. NOTE: BY WINNING THIS CONTEST THERE IS NO GUARANTEE THAT YOUR SUBMISSION WILL BE USED BY SPONSOR OR OTHERWISE. Prizes will be awarded provided a sufficient number of qualified eligible Entries are received. Non-winning and/or ineligible entrants will not be contacted. Should a winner be unable or unwilling to accept the prize (for any reason or no reason), Sponsor or the panel of judges will select another winner from the pool of qualified Entries.

Once winners are announced, each will be notified within approximately ten (10) days from the date of announcement. Any winner notification returned either electronically, or otherwise as undeliverable without a forwarding address, will result in prize forfeiture and an alternate winner may be selected at Sponsor's discretion. Winner must respond within 14 calendar days to the notice from Sponsor. If no response is received as described herein, an alternate winner will be chosen. Potential winners will be required to sign and return to Sponsor an affidavit of eligibility/talent & liability release which shall include, among other things, an answer to a skill-testing question and an agreement containing the license and other terms similar to Section 4 (Use of Your Submission and Personal Information) and (where lawful) a publicity release, for receipt by Sponsor by the due date indicated in the notification letter. To be officially declared a winner, each selected finalist must first correctly answer, without assistance of any kind, a mathematical skill-testing question. If any required documents are not returned by the due date indicated in the notification letter, for any

reason or no reason, then the applicable prize be forfeited and an alternate winner will be selected at Sponsor's discretion.

6) PRIZES: There are three major prizes:

- The First Place/Grand Prize is a 7 day trip for two (2) to Italy, including a factory tour in the Bertazzoni Factory in Guastalla and several days in a classic Italian city (approximate retail value US \$4,000), including:
  - round-trip airfare from a major airport in Canada or the United States reasonably near the winner's residence, as selected by the Sponsor, (the "**Departure Point**");
  - the winner will join a group from Monde Home Products and their guests in this trip.
- The Second Place prize is a 2-night accommodation for two (2) in Whistler, British Columbia, Canada (approximate retail value US \$1,000) Including:
  - Two (2) night accommodation for two (2) in a First-class hotel in Whistler (transportation not included, blackout dates apply);
- The Third Place prize is a \$500 Visa® prepaid Gift Card (approximate retail value US \$500)

There are five Early Bird prizes:

- Five (5) Pacific Living Outdoor Oven, model: PL8430SSBG070 will be awarded to the first five (5) entries received by Sponsor up to the deadline of June 30, 2019 (approximate retail value US \$ 1,299).

Early bird winners will still be entered in the actual Contest, and will still be qualified to win any of the three major prizes.

Prizes must be accepted as awarded. We reserve the right to substitute a prize of equal or greater value in the event that the original prize becomes unavailable. Some prizes may be awarded via gift certificate. All taxes, duties, fees and any other costs related to the prize not specifically stated within these Official Rules are the sole responsibility of the winner. Prizes must be redeemed no later than 1 year from the date awarded.

*Special Note about Travel and Accommodations:* For prizes that include travel and accommodations as part of the prize (not all prizes do so), Sponsor shall designate and book all travel and accommodations, which may be changed without notice at any time at Sponsor's sole discretion. Booking restrictions apply and due to capacity controlled seating, flexibility of travel dates may be necessary. Once booked by Sponsor, travel arrangements may not be changed (though restrictions and blackout dates may apply). Prize winners remain responsible for all expenses not specifically stated as part of any prize awarded, including but not limited to, government or airport taxes, carrier surcharges, service charges, local transportation including air or ground transportation from the finalist's residence to the Departure Point, overnight accommodation prior to or following the travel dates in order to accommodate flight connections, income taxes, insurance, passport and visa costs, gratuities, all meals, beverages, incidentals and any items of a personal nature.

Cancellation insurance is not part of the prize, airfare or any accommodations, but is recommended. Prize winners remain responsible for having or obtaining adequate documentation for travel. Airfare and accommodations must be accepted as awarded with no substitution. Airfare and accommodations are non-transferable and cannot be redeemed for cash or credit, in whole or in part, for any destination. Prize winners will not receive any compensation if the actual retail value of the trip is less than the projected approximate retail value.

Prize winners may be required to present a valid credit card upon check in at hotel to cover any incidental expenses. Sponsor shall have no responsibility for canceled, delayed, suspended or rescheduled events or travel. No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of Sponsor. Sponsor reserves the right to make changes in the rules of the Contest, including the substitution of a prize or equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of Sponsor, any prize-related event or transportation is delayed, rescheduled, postponed or cancelled; Sponsor reserves the right, but shall not be obligated to cancel or modify the Contest and shall not be required to award a substitute prize. Sponsor shall not be liable to any participants in the Contest, the prize winner or his or her guests, or any third party for acts or omissions beyond its control, including without limitation for any acts of God, war, riot, global warming or national emergency.

7) CONDUCT: This Contest is subject to and governed by the laws of Canada and the United States of America (see Section 8, below, for details). By entering this Contest, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. These Official Rules are accessible from the Website, throughout the Contest Period. Failure to comply with these Official Rules may result in disqualification. Modifying, enhancing or altering a third party's pre-existing work does not qualify as entrant's original creation. If the Entry submitted contains elements not owned by the entrant, entrant must be able to provide legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to Sponsor and/or the Promotion Parties. Sponsor and/or the Promotion Parties are not responsible for typographical errors or any other errors in entries submitted. By submitting an Entry, each entrant represents and warrants that she/he has committed no fraud or deception in connection with such Entry, and that she/he has the legal right and ability to grant the rights and licenses described herein in and to such Entry to Sponsor and/or the Promotion Parties. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the Entry process or the operation of the Contest; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, REASONABLE

ATTORNEYS' FEES AND COSTS) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8) ISSUES OF LAW:

(a) Taxes. ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES RELATING TO PARTICIPATION IN THIS CONTEST OR THE AWARDING OF THE PRIZES ARE THE RESPONSIBILITY OF THE PRIZE WINNER.

(b) Governing Law. All federal, state, provincial and local laws and regulations are applicable. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, these Official Rules, participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of Washington, irrespective of the fact that any one of the parties is now or may become a resident of a different province. By entering, entrants consent to the jurisdiction and venue of the federal, state and provincial courts located in Seattle, Washington and hereby waive any objection to such jurisdiction and venue. Any claim or cause of action arising out of or related to this Contest or these Official Rules must be filed within one (1) year after such claim or cause of action arose regardless of any law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

(c) Severability. If any provision of these Official Rules shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the Sponsor's fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

(d) Important Disclaimers and Limitations. There are NO WARRANTIES express or implied made by Sponsor and, additionally, no implied indemnities of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPONSOR, ITS AGENTS, REPRESENTATIVES AND CONTRACTORS HEREBY DISCLAIM ANY WARRANTIES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR ANY IMPLIED INDEMNITIES. YOU UNDERSTAND AND ACKNOWLEDGE THAT SPONSOR HAS NOT MADE, AND YOU ARE NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO YOU REGARDING THE VALUE OF THIS CONTEST OR THE ODDS OF YOU BECOMING A WINNER, OR ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, PRODUCTS, SERVICES AND RELATED GRAPHICS USED IN CONNECTION WITH THE CONTEST, THESE OFFICIAL RULES OR ANY WEBSITES. ALL DATA, INFORMATION, PRODUCTS, SERVICES AND



GRAPHICS RELATED TO THE CONTEST, THESE OFFICIAL RULES AND ANY WEBSITES ARE PROVIDED "AS-IS, WHERE-IS" WITHOUT TECHNICAL OR OTHER SUPPORT OF ANY KIND. IN NO EVENT SHALL SPONSOR, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST PRIZES) RELATED TO THE CONTEST. THESE OFFICIAL RULES, THE PERFORMANCE OR BREACH OF THESE OFFICIAL RULES BY SPONSOR, THE USE OR EXPLOITATION OF ANY CONTENT, OR OTHERWISE, EVEN IF SPONSOR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. CONTEST PARTICIPANTS AGREE AND UNDERSTAND THAT THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES AND THE CONTEST REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN SPONSOR, THE PROMOTION PARTIES AND THE RELEASED PARTIES (SEE SECTION 10, BELOW), ON THE ONE HAND, AND PARTICIPANTS, ON THE OTHER. SPONSOR COULD NOT PUT ON THIS CONTEST "BUT FOR" PARTICIPANTS' AGREEMENT AND COMPLIANCE WITH THESE OFFICIAL RULES AND SPONSOR IS RELYING ON EACH PARTICIPANT'S COMPLIANCE WITH THE OFFICIAL RULES TO ENSURE THAT THE CONTEST IS RUN IN ACCORDANCE WITH APPLICABLE LAW. Promotion Parties assume no responsibility or liability for (1) any incorrect or inaccurate Entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (2) any unauthorized access to, or theft, destruction or alteration of Entries at any point in the operation of this Contest; (3) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (4) inaccessibility or unavailability of the Internet or any combination thereof, or; (5) any injury or damage to participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest or download any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part.

(e) Disclaimers and Limitations Related to the Prize. Prizes may be subject to usage restrictions and warranties, if any, of the manufacturer or provider of any prize. Sponsor has not in any manner adopted any third party warranty, if any, as a warranty of Sponsor. The winner shall look solely to such third party manufacturer or provider of any prize to perform or satisfy any obligation under any such warranty. ANY AND ALL PRIZES SHALL BE PROVIDED ON AN "AS-IS, WHERE-IS" BASIS. SPONSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PRIZE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY IMPLIED INDEMNITIES. SPONSOR

SHALL NOT BE LIABLE FOR ANY LIABILITY OR DAMAGES OF ANY KIND RELATING TO AN WINNER'S USE, NON-USE, OR MISUSE OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, COMPENSATORY, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OTHER LOSSES OF OR DAMAGE TO PROPERTY, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGE IN ADVANCE.

9) RELEASE: All entrants and winners, as a condition of Entry into the Contest, agree to release Monde Home Products, its directors, officers, parents (if any), subsidiaries and affiliated companies, contractors, agents, representatives, suppliers, printers, application developers, advertising, promotional or judging agencies (the "**Released Parties**"), from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Contest page; submitting an Entry or otherwise participating in any aspect of the Contest; the receipt, forfeiture, ownership or use, non-use or misuse of any prize awarded; preparing for, participating in any Contest-related or prize-related activity, or any typographical or other error in these Official Rules or the announcement of offering of any prize. The Released Parties are further not liable for damage to an entrant or user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Contest or downloading of information in connection with the Contest. Sponsor reserves the right to modify or cancel the Contest in the event that any portion of any website used to administer any aspect of the Contest becomes technically corrupted. Sponsor makes no representations or warranties of any kind concerning the appearance, safety, or performance of any prize.

10) WINNERS LIST: To request the names of the winners (available after the Contest Period expires and Sponsor has had the opportunity to contact each of the winners) send an e-mail with subject line: "The Monde Home Products Bertazzoni Design Contest -- Winners List" to [marketing@mondehomeproducts.com](mailto:marketing@mondehomeproducts.com). Requests must be received no later than May 31, 2020.

11) HOW TO GET MORE INFORMATION: Copies of these Official Rules will be available at [www.mondehomeproducts.com](http://www.mondehomeproducts.com) until the end of the Contest. You may also obtain a copy of these Official Rules by sending us a self-addressed, stamped envelope to Monde Home Products P.O. Box 2241, Blaine, WA 98231. Requests for Official Rules may be up until thirty (30) days after the end of the Contest Period.

12) TRADEMARKS: Monde Home Products trademarks and service marks are protected under Canada, United States and international laws. All other trademarks are used by permission of their respective owners.