

NO PURCHASE NECESSARY. Open to legal residents of the United States, age 18 or older. Void where prohibited. Odds of winning depend on number of entries received. Giveaway starts at 12:00 A.M. on September 10, 2021 and ends at 11:59 p.m. on September 30, 2021. For full official rules, prize disclosures, and to enter, visit [athenalegalsolutionsllc.com](https://www.athenalegalsolutionsllc.com). Sponsored by Athena Legal Solutions LLC; Amy Lynn Creative, LLC; Waterfront Graphic Design, LLC; CopySnacks, LLC; and All 4 the Design.

### **Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE DOES NOT INCREASE THE CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

**Sponsors.** Upscale Your Branding Giveaway (the “Giveaway”) is sponsored by Athena Legal Solutions LLC; Amy Lynn Creative, LLC; Waterfront Graphic Design, LLC; CopySnacks, LLC; and All 4 the Design (collectively, “Sponsors”).

**Eligibility.** The Giveaway is open only to sole proprietors and solo entrepreneurs who are residents of Wisconsin and who are 18 years of age or older at the time of entry in the Giveaway. Employees, officers, directors, agents, representatives and independent contractors and their immediate family members and members of the same households (whether related or not) of Sponsors, are not eligible to participate. Subject to all federal, state, and local laws and regulations. Void where prohibited by law or restricted by such laws.

**Agreement to Rules.** All entrants must review and agree to these Official Rules. By participating and entering the Giveaway, each entrant warrants that he/she has read and agrees to be fully and unconditionally bound by these rules. Participant agrees that he/she is not prohibited from participating in the Giveaway and meets the eligibility requirements set forth herein.

Submission of an entry automatically constitutes entrant’s agreement to be bound by these Official Rules. Entrants further agree that Sponsors shall retain full authority, in their sole discretion, to interpret and administer these Official Rules, and to be bound by all decisions and interpretations made in good faith by Sponsors. The Giveaway is subject to all applicable federal, state, and local laws. Void where prohibited.

**How to Enter.** The Giveaway begins at 12:00 a.m. Central Standard Time (CST) on September 10, 2021 and ends at 11:59 p.m. (CST) on September 30, 2021 (the “Giveaway Period”). Entry is free, and no purchase or payment of any kind is necessary to enter or win the Giveaway. The entry must fulfill all Giveaway requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the discretion of the Sponsors. Limited to one (1) entry per entrant during the Giveaway Period. Entries received more than the above stated limitation will be void.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

To enter, visit the Giveaway website <https://www.athenalegalsolutionsllc.com/upscale-your-branding-giveaway> (“Giveaway Website”) during the Giveaway Period. Navigate to the Giveaway entry page. You are required to fill in the information requested. Follow the instructions on the entry page and accurately and truthfully: (i) complete the entry form, including your name, email address, mailing address, zip code, name of business, and purpose for new business; and (ii) confirm that you are 18 years of age or older at the time of entry in the Giveaway and have read and agree to abide by these Official Rules. No other elements are required to enter, but all required elements of an entry must be submitted at the same time.

By entering the Giveaway, you agree to receive email newsletters and/or information about Sponsors, including information related to Sponsors' products, programs, promotions, events, and activities that may be of interest.

Entrant may also choose to provide other information during Giveaway entry, which information will be used for Sponsors' internal purposes only. An entry must be received by Sponsors within the Giveaway Period. If there is a dispute over the identity of an entrant, the entry will be deemed submitted by the Authorized Account Holder regardless of the individual that submitted the entry. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) responsible for assigning e-mail addresses for the domain associated with the e-mail address submitted with the entry. The potential winner may be required to show proof of being the Authorized Account Holder.

Entries that have been generated by a script, macro, bot, or any other automated means will be deemed void. Entrants may not register with multiple e-mail addresses, nor may entrants use multiple devices or artifices to enter the Giveaway as multiple entrants. Any entrant who attempts to circumvent the rules or to enter with multiple accounts under multiple identities will be disqualified in the Sponsors' sole discretion. Proof of submission of an entry shall not be deemed proof of receipt by the Sponsors.

Neither the Sponsors nor their service providers are responsible for lost, late, incomplete, illegible, mutilated, inaccurate, or misdirected entries, or for any problems of any kind whether mechanical, human or electronic, including, but not limited to, computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, or service provider/Internet/web site/use net accessibility or availability, traffic congestion, or unauthorized human intervention.

Sponsors reserves the right to suspend or terminate the Giveaway in the event of any such problem.

Entries not in compliance with these Official Rules will be disqualified. Sponsors shall have the absolute right to void entries for any reason and to determine if an entry complies with these Official Rules without notice to the person attempting to enter. In addition to complying with the foregoing requirements, to be eligible, each entrant must also be able to make the warranties and representations set forth in the Warranties and Representations section below.

**Warranties and Representations.** By submitting an entry, each entrant warrants and represents to the Sponsors that (a) the information contained in the entry is true and correct in all material respects and that Sponsors may rely on such information in their efforts to comply with applicable laws and regulations; (b) entrant has all the rights and authority necessary to submit the entry in the Giveaway in compliance with these Official Rules, including the right to contract in his/her own name and the right to grant the rights granted hereunder; (c) at the time of submitting the entry or any time thereafter, the entry does not and will not contravene any contractual, legal or other obligation.

**Use of Entrant Information.** As permitted by law and in accordance with these Official Rules, each entrant agrees that Sponsors may use the information that he/she provides in connection with the Giveaway for the purposes and within the context of the Giveaway, for Sponsors' internal purposes and any other purposes outlined in these Official Rules. In the event of a conflict between these Official Rules and Sponsors' Privacy Policy available at <https://www.athenalegalsolutionsllc.com/privacy-policy> to the extent it applies, these Official Rules shall control.

**Prize.** The number of winners, the specific prizes to be awarded, and the values of prizes are set forth below and are subject to change without notice:

#### 1 Grand Prize

- 15-minute minimalist mini headshot session w/ 5 digital images (which must be done at Amy's studio in Madison) Value: \$175
- 3 hours of website design. Value: \$300
- ½ hour Trademark Consultation and free Copyright Notice Package. Value: \$290
- Logo design and business card design. Value: \$590
- Your choice of either:
  - A web copy audit, which includes a written report of what's working and what's not, concrete recommendations for tweaks/changes, and a Loom overview. Value: \$497
  - A 1-hour strategy session to tackle the biggest copy/marketing strategy challenges they have, and a plan for next steps, which includes a video recording and transcription. Value: \$347

TOTAL VALUE: up to \$1,762

The winner is solely responsible for any costs and expenses due in connection with the Prize not specified herein. The Prize may not be transferred or assigned, except at the Sponsors' sole discretion. No substitution of the Prize will be permitted or provided, except that Sponsors, in their sole discretion, may provide a prize of comparable or greater value. Sponsors specifically reserves the right in their sole discretion to award a substitute prize of equal or greater value if the Prize described in these Official Rules is unavailable, in whole or in part, for any reason. Receipt of the Prize is conditioned upon compliance with all applicable federal, state, and local laws, rules and regulations and these Official Rules.

**Time Limit.** The winner must use the Prize by March 31, 2022, which shall mean that the winner has met with the Sponsors and has begun to receive at least some of the completed services listed under the Prize.

**Selection of Winner.** The winner will be selected at random by Sponsors, whose decision will be final and binding. Odds of winning depend on the number of eligible entries. In the event a winning entry is discovered to be invalid for any reason whatsoever or the entrant either fails to comply with these Official Rules prior to delivery of the Prize or refuses the Prize, the Prize will be forfeited and awarded to an alternate winner selected at random from the remaining eligible entries at Sponsors' sole discretion. An alternate winner will be selected at random from the remaining eligible entries until the Prize has been awarded.

**Notice/Verification of Potential Winner.** The potential grand prize winner will be required to sign and return, via email, an Affidavit of Eligibility, Liability Release, and Publicity Release (except where prohibited by law) within three (3) days of notification attempt or the prize will be forfeited, and an alternate Grand Prize winner may be selected. The other potential prize pack and swag winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements and verification by Sponsors of eligibility. Sponsors will attempt to notify the entrant who is selected as a potential winner by email within three (3) business days of their respective selection. If an entrant does not respond to such notification within two (2) business days or cannot or refuses to accept the prize, or any portion thereof, the prize will be forfeited, and an alternate potential winner will be selected at random from the remaining eligible entries. Sponsors shall not be responsible for (i) the failure of a potential winner to receive Sponsors' email for any reason, or for the inability of such potential winner to return Sponsors' email message for any reason; (ii) failed, returned, or misdirected notifications due to inaccurate information provided by entrant; or (iii)

submissions and responses to a winner's notification which are lost, late, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received, in whole or in part, by Sponsors.

Sponsors reserves the right to require the potential prize winner to show proof of identity prior to receiving the prize. The potential winner will be required to complete an Affidavit of Eligibility, Liability Release, Publicity Release, and such other documents as Sponsors may reasonably require and return these documents within three (3) business days of delivery. If these documents are returned as undeliverable or are not completed and returned by such deadline or if a potential winner does not meet the eligibility or other requirements of the Giveaway, the prize will be forfeited, and an alternate winner will be selected at random from the remaining eligible entries. If the prize notification and/or other prize-related information or materials are returned as undeliverable, or any prize documentation is not submitted as required by Sponsors, the corresponding prize will be forfeited, and an alternate potential winner will be selected at random from the remaining eligible entries. The Prize will be delivered within ninety (90) days of Sponsors' receipt of the documents required by Sponsors to be completed and signed by the potential winner. Sponsors is not responsible for prize information or documents that are lost or misdelivered by the postal service or carrier.

**Suspension and Amendments.** Sponsors reserves the right to (i) suspend, modify or cancel this Giveaway, at any time in their sole discretion, if the Giveaway cannot be operated as planned or in the event any computer virus, worm, bug, tampering, unauthorized intervention, fraud, technical failures or other errors or problems beyond Sponsors' control should corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway, or for any other reason and, if this Giveaway is cancelled, to select a winner from among the eligible entries in the Giveaway drawing prior to the cancellation date or to re-commence the Giveaway, at such time(s) and upon such terms and conditions as Sponsors shall deem reasonable under the circumstances; and (ii) extend the Giveaway Period, by providing notice on the Giveaway Website, located at <https://www.athenalegalsolutionsllc.com/upscale-your-branding-giveaway>, if Sponsors determines, in their sole discretion, that there is an insufficient number of eligible Giveaway entries or in the event of unexpected difficulties or other causes beyond Sponsors' control.

**Announcement of Winners.** The winner will be selected and announced by Sponsors on Sponsors' Facebook page via a live video on October 1, 2021, located at <https://www.facebook.com/AthenaLegalSolutions>.

**Use of Winners' Names and Likeness.** By submitting an entry, each entrant, acknowledges and agrees that, if selected as a winner, Sponsors may post entrant's business name and first name on Sponsors' LinkedIn page ([www.linkedin.com/company/athena-legal-solutions-llc](http://www.linkedin.com/company/athena-legal-solutions-llc); [www.linkedin.com/company/waterfront-graphic-design-llc](http://www.linkedin.com/company/waterfront-graphic-design-llc); [www.linkedin.com/company/copysnacks/](http://www.linkedin.com/company/copysnacks/)), Sponsors' website (<https://www.athenalegalsolutionsllc.com/>; <https://amylynncreative.com/>; <https://www.waterfrontgraphic.com/>; <https://erinpenning.com/>; <https://all4thedesign.com/>) or Sponsors' Facebook page (<https://www.facebook.com/AthenaLegalSolutions>; <https://www.facebook.com/amylynncreativemadison>; <https://www.facebook.com/WaterfrontGraphicDesign>; <https://www.facebook.com/copysnacks>; <https://www.facebook.com/All4theDesign>).

A winner who accepts a prize will be deemed thereby to have granted to Sponsors the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed, including but not limited to, the Internet and world wide web, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration, or right of review or notification, except where prohibited by law, and to have agreed to provide documentation in writing to confirm the foregoing promptly upon request by Sponsors.

**Release of Liability.** By participating in the Giveaway, each entrant, for himself/herself agrees that Sponsors, and their parent, subsidiaries and affiliated companies, and their respective successors and assigns, and any and all of their respective officers, directors, shareholders, employees, agents, representatives, licensees, and advertising and promotion agencies (collectively, the "Released Parties"), shall not be liable for any personal injury, death, loss or damage of any kind or any other causes of action or claims related to entrant's participation in the Giveaway, any Giveaway-related activity, or acceptance or use of the prize awarded, or any portion thereof, and/or claims based on publicity rights, defamation or invasion of privacy. By participating in the Giveaway, each entrant agrees to release and discharge, and hereby releases and discharges, for himself/herself, the Released Parties from any liability arising from or related to the Giveaway, including without limitation, liability arising from or related to claims for personal injury, death, property damage, or claims based on publicity rights, defamation, or invasion of privacy.

**Indemnification.** Each entrant agrees to indemnify, defend and hold harmless the Released Parties from and against any loss, damage or expense (including court costs and attorneys' fees) that any or all of them may suffer or incur as a result, directly or indirectly, of, or in conjunction or connection with entrant's participation in the Giveaway, any Giveaway-related activity, receipt, acceptance, use and/or enjoyment of the prize awarded, or any portion thereof, and/or any breach or alleged breach of any warranty or representation made by entrant in connection with the Giveaway.

**Unlawful Conduct and Disqualification.** Sponsors reserves the right, in their sole discretion, to disqualify any entrant who Sponsors determines, in their sole discretion, (a) has tampered with the entry process or the operation of the Giveaway or of any web site owned, operated or controlled by Sponsors or their parent, subsidiaries or affiliated companies; (b) was ineligible to participate in the Giveaway; (c) submitted more than the allowed number of entries; or (d) otherwise acted in an unlawful manner and/or in violation of these Official Rules. Robotic, automated, programmed, or computer-generated entries or mechanical reproductions are prohibited, and any use of such devices or entry methods will cause disqualification. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operations of the Giveaway is a violation of criminal and civil laws. Should such an attempt be made, Sponsors reserves the right to seek damages from any such entrant to the fullest extent permitted by law and to disqualify such entrant from the Giveaway.

**Limitation of Liability and Damages.** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SPONSORS BE, INDIVIDUALLY OR JOINTLY, LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR HARM TO BUSINESS OR REPUTATION, ARISING OUT OF ENTRANTS' PARTICIPATION IN THE GIVEAWAY, USE OF ANY PHOTO PROVIDED BY ENTRANTS, POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY SPONSORS OR THEIR PARENT, SUBSIDIARIES OR AFFILIATED COMPANIES, OR ACCEPTANCE OR USAGE OF A PRIZE OR ANY PORTION THEREOF, AND INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF SPONSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ENTRANT AGREES THAT THE AGGREGATE LIABILITY OF SPONSORS ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$100.00. LIMITATIONS OR EXCLUSIONS OF LIABILITY SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

**Severability.** If any one or more provisions of these Official Rules are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Official Rules.

**Force Majeure.** The failure of Sponsors to comply with any provision of this Official Rules due to a fire, flood, earthquakes, other elements of nature or acts of God, war, terrorism, nuclear disaster, riots, rebellions, revolutions, civil disturbances, epidemics, court order, labor dispute, or other cause beyond Sponsors' reasonable control or other force majeure event shall not be considered a breach of these Official Rules.

**Governing Law; Jurisdiction; Venue.** These Official Rules shall be interpreted in accordance with Wisconsin law without regard to their conflicts of law's provisions. Entrants agree that the state courts located in Wisconsin shall have exclusive jurisdiction over any dispute arising from or relating to these Official Rules, this Giveaway or entrants' participation in this Giveaway or any Giveaway- related activity, and entrants consent to the personal jurisdiction and venue thereof. All disputes shall be resolved individually, without resort to any form of class action. By entering the Giveaway, entrants waive the ability to bring claims in a class action format.

**Official Rules and Winners' Names.** To obtain the names of the Giveaway winners (after the conclusion of the Giveaway) and/or a copy of the Official Rules, send an email to [info@athenalegalsolutionsllc.com](mailto:info@athenalegalsolutionsllc.com). Please specify "Winners' Names" or "Official Rules" in your subject line.