

## **Mommybites Nanny of the Year Contest Rules**

**MOMMYBITES NANNY OF THE YEAR CONTEST** (“Contest”) Open to all nannies; winners will be selected from the Greater NY area—NYC, Brooklyn, Queens, Staten Island, Long Island, Westchester, Rockland, Connecticut, New Jersey & Pennsylvania. Do not proceed to enter if you are not at least 18 years of age, a legal resident of, and located within, the United States. By participating, you agree to be bound by these Official Rules and the decisions of the Davler Media Group (“Sponsor”), which are binding and final in all matters relating to this promotion. Employees of Davler Media Group and its agents, Partners, their immediate families (defined as parents, children, siblings, spouse, and grandparents), and those domiciled with any of the foregoing are not eligible. This Contest is in no way sponsored, endorsed, or administered by, or associated with Facebook. By entering, you understand that you are providing your information to Sponsor and not to Facebook. The information you provide may be used to contact the nominator and/or the nanny in the event they are determined as a Finalist or the Winner, to send you information or future promotional offers from Davler Media Group. Information provided by Entrant to participate in this Contest is subject to the privacy policies of the Sponsor.

**NO PURCHASE NECESSARY TO ENTER OR WIN.** Void where prohibited. Promotion Period: The Mommybites Nanny of the Year Contest (“Contest”) starts at 6pm ET on September 19, 2021 and ends at 11:59 pm ET on October 29, 2021 (the “Promotion Period”).

**FIVE (5) FINALIST PRIZES:** Each of the 5 Entrants selected as a Finalist (“Finalist”) will be featured in a special Davler Media publication. **ONE (1) WINNER PRIZE:** 1 of the 5 Finalists, will be the Entrant who receives the highest number of votes in the Contest. This Winner will receive \$500.

**ENTRY:** During the Entry Period, Entrants can enter the Contest through the Contest application on Mommybites (“Application”) [mommybites.com/nannycontest](http://mommybites.com/nannycontest) by registering and submitting a photo and/or video and a statement describing why the nanny should win. All material submitted to Sponsor in connection with this Contest shall be referred to herein as the “Entry.” All information provided by Entrant must be complete, true, and correct. Submissions to the Contest must be received by October 13, 2021 at 11:59 PM Eastern Time (“ET”) in order to be eligible; Entries received after that date will be deemed ineligible to win. All submitted Entries become the property of Sponsor and will not be acknowledged or returned; Sponsor is not responsible for lost, late, inaccurate, incomplete, damaged, illegible, or misdirected entries. Each Entry must be submitted on an individual basis (i.e., no team, joint, or corporate entries) and all components of the entry must be the original creation of the submitting participant. Only non-commercial work may be submitted. Entries may not contain profanity, nudity, pornographic images, violent images, anti-competition messages, illegal material, or material that violates the rights of third parties. Entries may not include confidential information, trade secrets, trademarks, or copyrighted material belonging to any person or entity other than the Entrant absent a suitable license or permission agreement, proof of which is required. Entries containing any forbidden matter or material otherwise deemed by Sponsor to be inappropriate will be disqualified. Application Entries will be deemed submitted by the authorized account holder of the email address submitted at time of entry.

**CONTEST ENTRY LIMIT:** One (1) Contest Entry per Entrant throughout the Promotion Period.

**JUDGING:** A panel of judges consisting of Davler Parents editors and professional nannies will select five (5) Finalists based equally upon the strength of the entry. One (1) of the Finalists will be chosen as the Winner resulting from voting by the general public on Facebook and the voting mechanism. The general public can use the online voting mechanism, also at [facebook.com/mommybites](http://facebook.com/mommybites), to cast vote(s) for favorites once per Facebook account each day. Online voting will take place from October 18, 2021 through October 29, 2021 to determine the final one (1) Finalist to become the Winner, with the most votes. Vote request sites and programs for soliciting votes are prohibited from use, and any entrant attempting to garner votes through sites such as these, including but not limited to [voterequests.com](http://voterequests.com) and [Getonlinevotes.com](http://Getonlinevotes.com), will be disqualified. Davler Parents editors reserve the right to disqualify any Entrant who is not abiding by the rules or the spirit of the contest and deem the entrant with the next-highest number of votes as the final one (1) Winner. The five (5) Finalists will be notified on or before October 17, 2021 by email. By entering, Entrant agrees to be bound by these Official Rules, and that the decisions of the judges are final and binding in all respects. Winner will be completed on or about October 29, 2021, and will be notified by phone or email on or before October 30, 2021. Sponsor reserves the right not to select any winning submissions based upon the quantity or content of submissions.

**CASH PRIZE AWARD:** Cash prize will be awarded within sixty (60) days after Finalist verification. No prize substitution or transfer is permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value, including cash, for any reason. Sponsor is required by law to report prize values to taxing authorities; all taxes and any other incidental expenses on prize are the sole responsibility the Winner.

**GENERAL RULES & LIMITATIONS:** By entering, Entrant represents that (i) Entrant's Entry is own original work; and (ii) Entrant owns or has the rights to convey any and all right and title in any material submitted as part of Entrant's Entry into the Contest. By entering, Entrant grants to Sponsor and Prize Providers a non-exclusive, worldwide, royalty-free license to use, reproduce, publish, edit, market, store, adapt, assign, sell, dispose of, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Entry or excerpts of the Entry (as such may be edited and modified by the Sponsor in its discretion) in perpetuity, for editorial, commercial, promotional and all other purposes (including posting on Davler Media—selected media) at any time in the future and otherwise use Entrant's submission, along with Entrant's name and likeness, in any and all media for any purpose, without further permission, notice, or compensation (except where prohibited by law). By participating in the Contest, Entrant agrees to release Sponsor and its parent companies, affiliates, subsidiaries, employees, directors, officers, partners, Prize Providers and agents from any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons and property, which may be sustained in connection with the receipt, ownership, possession, use, or misuse of any prize. Sponsor is not responsible for technical, hardware, or software failures, or other errors or problems, which may occur in connection with the Contest, whether computer, network, technical, mechanical, typographical, printing, human, or otherwise, including, without limitation, errors, or problems which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prizes, in any Contest-related materials, or that may limit prize fulfillment or a participant's ability to enter the Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, then the Sponsor reserves the right at its sole discretion to cancel the Contest and determine prize winners from among all eligible Entries received prior to cancellation, based on the same criteria listed. Sponsor reserves the right to amend these official rules and to disqualify permanently from the Contest any person it believes has intentionally violated these official rules. **Governing Law & Venue:** This Contest is conducted in English (which will be given its everyday ordinary meaning) and any and all disputes will be resolved in the appropriate New York City courts in the state of New York in the United States, exclusively, and subject to the laws of the State of New York. Should there be any conflict between the laws of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York. **Finalists and Winner List:** For the first name, last initial, city, and state of finalists and winner, available on or after October 31, 2021, visit Mommybites' Facebook timeline. **Sponsor:** The Sponsor of this Contest is Davler Media with offices at 213 W. 35th St., Suite 12W, New York, NY 10001.