

Guardio Facebook Group Songwriting Contest Official Rules (“Official Rules”)

NO PURCHASE OR PAYMENT OF ANY KIND IS (I) NECESSARY TO ENTER IN THIS CONTEST; OR (II) AFFECTS A PARTICIPANT’S CHANCES TO WIN THIS CONTEST. VOID WHERE PROHIBITED.

Please note that by participating in this contest and submission of your song, you acknowledge that you have read, understood, and irrevocably agree to be bound by these Official Rules.

1. Introduction

Guardio is excited to announce a songwriting contest in our Facebook group (“**Contest**”). We invite all members to showcase their songwriting abilities and creativity by writing a song about Guardio, its products and the world of online safety and scams (“**Song**”).

2. Contest Period

- **Start Date:** August 8, 2024 approximately 12:00:01 am Pacific Time (“PT”)
- **End Date:** August 15, 2024 approximately 11:59:59 pm PT.
- **Winner Announcement:** August 19, 2024

3. Eligibility

- During the Contest Period, the contest is open to all members of Guardio’s Facebook group available at <https://www.facebook.com/groups/looksphishy> (“**Guardio’s Facebook Group Page**”).
- Participants must be 18 years or older and the age of majority in their jurisdiction of residence.
- Employees of Guardio and their immediate family members are not eligible to participate.
- Contest is subject to all applicable federal, state, provincial, local laws and regulations and is void where prohibited by law.

4. Participation and win announcements.

In order to participate in the Contest, you should follow the steps detailed below:

- Write a creative song about Guardio and the world of online safety/scams.
- No limitations on the amount of creative songs.

- Post your song in a comment to the official Contest post posted in the Guardio Facebook Group using the hashtag **#GuardioSongContest** (“**Submission**” or “**Submitted Song**”).
 - In the event of a dispute over the identity of an Participant, the respective Submitted Song will be deemed submitted by the authorized Facebook account holder associated with the post.
 - Use of any macro, bot, script or other automated means to submit Songs is prohibited.
- After the End Date, Guardio’s judges will review the Submitted Songs.
- The winner will be announced on August 19, 2024, in the Guardio Facebook Group page (“**Announcement**”).
- Prior to the Announcement, Guardio will notify the Contest winner of its win using the contact provided in such Participant’s Submission (“**Win Notification**”). Guardio expressly disclaims any liability arising from or in connection with any win notification that was lost, intercepted, returned as undeliverable, or otherwise not received by the Contest winner for any reason.
- Upon receipt of the Win Notification the Participant receiving such Win Notification shall confirm receipt of the Win Notification by returning email. Failure to respond to any Win Notification within two (2) days may result in disqualification and selection of an alternate winner.
- As a condition to receiving any prize, the Contest winner may be required to complete and execute a declaration of eligibility, liability/publicity release or any other similar document in favour of Guardio within two (2) days of receipt of the Win Notification.
- In the event that a winner is (i) found ineligible, (ii) failed to comply with these Official Rules or (iii) declines the win and receipt of the Prize for any reason, such winner will be disqualified, and an alternate winner may be selected by Guardio.

5. Judging Criteria

Submitted Songs will be judged based on the following criteria:

- **Relevance to Guardio and its features:** 30%
- **Creativity:** 40%

- **Rhyme and flow of the song's structure:** 30%

6. Prize

The Contest winner will be entitled, subject to the terms herein to receive a Guardio merchandise package at the approximate value of USD138 ("**Prize**"). Guardio explicitly reserves the right to substitute the Prize for another of equal or greater value at its sole discretion.

the Participant winning the Prize is exclusively responsible for the payment of all federal, state and local taxes applicable to such.

7. Participant's Representations and Warranties

Participant hereby represents and warrants that:

- It is 18 years or older and is at the age of majority in its jurisdiction of residence.
- It has the entire right and it has obtained all authorizations, permissions, and license necessary to provide Guardio with the Song, the information included therein (including without limitation any personal Information) and the rights provided hereunder.
- The submission of the Song must be original and does not violate or infringes any applicable laws or any rights of third parties (including without limitation intellectual property rights).

8. Intellectual Property

- By submitting a Song, Participant grants Guardio a non-exclusive, irrevocable, royalty-free, perpetual, transferable and worldwide license to use, reproduce, and display the Participant's name and submitted Song in any medium of format, for any purpose including promotional purposes. Participants hereby explicitly waives any moral or other attribution rights which it may have in such Song.

9. Limitation of Liability

- Guardio and Facebook are not responsible for any loss, damages, expenses, liability, or other costs that may arise from Participant's participation in the contest, the Song or any use thereof.
- Participants agree to defend and hold harmless Guardio from any claims or liability arising from such Participant's participation in the Contest, the Song, or acceptance of the Prize.

10. Privacy

Participants acknowledge and agree that by participating in the Contest, Guardio shall be entitled to use any personal information provided by the Participant for the purposes of conducting the Contest and for its internal purposes.

11. Contact

For any questions or concerns regarding the contest, please contact us via the Guardio Facebook group or by email at yourfriends@guard.io

12. General Conditions

- By entering the contest, participants agree to abide by these terms and conditions and Facebook Terms and Conditions.
- Guardio reserves the right to disqualify any submission that does not comply with these terms and conditions or is deemed inappropriate, in Guardio's sole discretion.
- Guardio explicitly disclaims any responsibility or liability in connection with any submissions provided hereunder including loss, late submission, misdirection, or incompleteness thereof.
- All dates provided herein are subject to change. To the extent any such change will occur, Guardio will provide a notice thereof on the Guardio's Facebook Group Page.
- Guardio reserves the right to modify, extend, suspend, postpone or terminate the Contest, in whole or in part, if it determines, in its sole discretion, and explicitly disclaims any responsibility or liability in connection with the foregoing.
- The contest is not sponsored, endorsed, administered by, or associated with Facebook.