

# You Are How You Eat Design Contest Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**ELIGIBILITY:** Open to those who are at least 18 years of age or older. Employees of Alessi, Adobe, Shapeways, Design Milk and JD2 Media, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies, and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households (people who share the same residence at least three (3) months out of the year), whether or not related, are not eligible to enter or win. By participating, entrants agree to be bound by these Official Rules, which are binding and final on matters relating to this Contest. Contest is subject to all applicable federal, state and local laws.

**TO ENTER:** The "You Are How You Eat" contest begins at 12:00 AM Pacific Time ("PT") on September 29, 2014 and ends at 11:59 PM PT on October 19, 2014 ("Contest Entry Period"). The "Voting Period" will begin at 12 PM PT on October 27, 2014 and end at midnight PT on November 2, 2014. During the Contest Period, individuals can enter by filling out a form on Design Milk and submitting a digital design image based on the Contest Design Brief and a title and description. There is no limit to the number of times a person or email address can enter, but you must submit a new and different design each time. Entries generated by script, macro or other automated means or which attempt to subvert the entry process, as determined by Design Milk, will be void. All entries become property of Design Milk but Design Milk, Alessi, Shapeways, and Adobe do not own your design in any way and you retain all rights and copyright to your design. By submitting an entry, you grant Design Milk, Alessi, Shapeways, and Adobe a license to use your image on Design Milk and social media or for any matter or purpose related to the promotion of the "You Are How You Eat" contest. Design Milk's computer is the official time-keeping device for this Contest.

**WINNER SELECTION/NOTIFICATION:** After all entries are collected, a selected jury will narrow entries down to ten finalists and then the Voting Period

will begin. Votes will be gathered from the public, who will determine the potential winner (“Potential Winner”) from all eligible entries on or about November 3, 2014. Limit one prize per person per household.

Design Milk will attempt to contact the Potential Winner via email. If the Potential Winner cannot be reached within 5 days, Potential Winner will be disqualified and an alternate Potential Winner may be selected at random from among all of the remaining eligible Entries. In order for Potential Winner to be deemed an Official Winner, he or she will be required to provide proof of eligibility and return all signed affidavits and releases within 7 days of the date indicated on Design Milk’s email letter sending such documents. Prize will not be awarded until such requirements are met.

**GRAND PRIZE (1):** One (1) Winner will receive \$1,000 in cash in the form of a check, one-year paid subscription to the Creative Cloud Photography plan in the form of a promotional code, \$200 credit to Shapeways to 3D print their design\*, and their design featured on [DesignMilk.com](http://DesignMilk.com). Winner must take delivery of the Grand Prize within ninety (90) days of winning notification and verification of the completed Eligibility and Release Forms and any other legal documents that Design Milk may deem necessary. Winners shall be responsible for shipping and delivery of their Shapeways prize to their primary residence. All taxes, including but not limited to federal, state and local taxes, and any other costs and expenses associated with prize acceptance and use not expressly provided for herein, are solely the responsibility of the winner, including without limitation, any costs of installation. Winner may not substitute, assign or transfer a prize or redeem a prize for cash, but Design Milk reserves the right, at its sole discretion, to substitute a prize with one of comparable or greater value. Grand Prize is awarded “as is” with no warranty or guarantee, either expressed or implied, except standard written warranty included in the prize packaging. All Grand Prize details are at Design Milk’s sole discretion. \*Shapeways prints are not food-safe.

**2nd and 3rd PRIZE (1):** Two (2) Runner-Up Winners will receive a one-year paid subscription to the Creative Cloud Photography plan in the form of a promotional code, \$100 credit to Shapeways to 3D print their design\*, and their design featured on [DesignMilk.com](http://DesignMilk.com). Runner-Up Winners must take delivery of

the prize within ninety (90) days of winning notification and verification of the completed Eligibility and Release Forms and any other legal documents that Design Milk may deem necessary. Winners shall be responsible for shipping and delivery of their Shapeways prize to their primary residence. All taxes, including but not limited to federal, state and local taxes, and any other costs and expenses associated with prize acceptance and use not expressly provided for herein, are solely the responsibility of the winner, including without limitation, any costs of installation. Winner may not substitute, assign or transfer a prize or redeem a prize for cash, but Design Milk reserves the right, at its sole discretion, to substitute a prize with one of comparable or greater value. Runner-Up Prize is awarded “as is” with no warranty or guarantee, either expressed or implied, except standard written warranty included in the prize packaging. All Runner-Up Prize details are at Design Milk’s sole discretion. \*Shapeways prints are not food-safe.

**GENERAL CONDITIONS:** Any entrant’s failure or refusal to comply with these Official Rules will result in his or her entries being void, and entrant being subject to disqualification from Contest. Entrants, by participating, agree that neither Alessi, Adobe, Shapeways, Design Milk and JD2 Media nor their respective parents, affiliates, subsidiaries, or advertising and promotion agencies or any of their respective officers, directors, employees, agents or representatives (collectively, “Released Parties”) will have any liability whatsoever for, and each of the Released Parties shall be held harmless to the fullest extent permitted by law by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, use or inability to use of a prize (including any injury or harm resulting from use of the appliance) or participation in this Contest. Winner and Runner-Up Winners, by acceptance of a prize, except where legally prohibited, grants permission for Design Milk and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval by winner.

**GOVERNING LAW:** This Contest is subject to all applicable federal, state, and local laws.

**WINNERS LIST:** For the names of the winner (available on or about November 15, 2014), send a self-addressed stamped #10 envelope to: P.O. Box 8263 Cherry Hill, NJ 08002.