

TASTE OF JERK GIVEAWAY

Terms and Conditions

These terms and conditions (the “Terms”) apply to you and govern your chance to win a Grace Jamaica Jerk Festival Ticket (the “Prize”) to attend the Grace Jamaican Jerk Festival (“Event”) being held on 31st day of July, 2022 in New York from the “Taste of Jerk Giveaway” (“Contest”)

“We” or “us” means **SportsMax Limited (SMAX)**, a company registered under the laws of **Jamaica** with registered offices at **22 Chalmers Avenue, Kingston, Jamaica** References to “we”, “our” and “us” in these Terms also includes our subsidiaries and affiliates (“Affiliates”) from time to time.

“I” or “You” means the person who enters the Contest and/ or has won the Prize from participating in the Contest (and “my” and “your” shall have the same meaning). By participating in the Contest, you agree to be bound by these Terms.

If you do not agree to or accept any of these Terms, or if you are under the age of eighteen (18) you should express same to SMAX and forfeit your prize package offer immediately.

1. CONTEST PERIOD

The Contest begins on July 22 at 12:00 a.m. Eastern Time (“ET”) and ends on Thursday, July 29, 2022 at 12:00 a.m. ET (the “Contest Period”).

2. ELIGIBILITY

The Contest is open to all residents of United States of America who have reached the age of majority in United States of America at the time of entry, except employees (and those with whom such employees are domiciled) of SMAX and Grace Foods (the “Sponsors”), its affiliated companies or agents, advertising and promotion agencies.

HOW TO ENTER THE CONTEST

- 3. NO PURCHASE NECESSARY.** To participate in this Contest you must:
 - a. Have a valid Instagram account (an “Account”). If you do not have an Account, visit <https://www.instagram.com/accounts/emailsignup/?hl=en> and register in accordance with the enrollment instructions for a free Instagram account.
 - b. Become a follower (a “Follower”) of the official [CEEN TV \(@ceentv\) • Instagram photos and videos](#) and [Grace Jamaican Jerk Festival \(@jajerkfestival\) • Instagram photos and videos](#) (the “Pages”).
 - c. During the Contest Period a series of question will be asked via daily post on the CEEN TV Instagram page.

- d. Participants will be required to submit their answer via direct message to the CEEN TV Instagram Account by referring to the question of the day, submitting their answer, email address and contact number (Entry) within 24 hours of the question for the day being posted.
- e. Each Participant must submit only one Entry per question and if more than one Entry is submitted by the same participant, only the first answer will be considered as the Entry.
- f. A Participant can submit a separate Entry for each question.
- g. Entries submitted after the 24 Hours timeline will not be considered.
- h. Only one winner will be selected for each question of the day.
- i. One Prize will be issued to the selected winner for each question of the day

WINNER SELECTION

4. Winner for each question of the day will be the first participant to submit the correct answer. The announcement for the Winner for the question of the day will be made on the Pages, during the CEEN news and on SportsMax Zone.

BEFORE BEING DECLARED THE WINNER

5. Selected entrants will be contacted within one (1) calendar day via telephone or direct messaging from the CEEN TV Instagram account and notified that they are eligible to win.
6. The Sponsor will then email, and the selected entrant will be required to sign and return within one (1) business day of notification a declaration of eligibility and a liability/publicity release (Contest Documents), which:
 - a. confirms Eligibility;
 - b. releases the Sponsor, its affiliated companies and agents, advertising and promotion agencies, the contest judges and each of their respective officers, directors, agents, representatives, successors and assigns from any liability in connection with the Contest, the entrant's participation therein and/or the awarding and use or misuse of the prize or any portion thereof; and
 - c. grants to the Sponsors the right to use the selected entrant's name, image and likeness in any form of advertising relating to the Contest without further notice or compensation in perpetuity.
7. If a selected entrant cannot be contacted by telephone or direct messaging within one (1) calendar days of selection or there is a return of any prior notification as undeliverable; or fails to return the contest documents within the specified time, the he/she will be disqualified and will forfeit the prize, and the Sponsors reserves the right to select an alternate entrant from among the remaining eligible entries.

8. PRIZE

There is a total of twenty (20) Tickets to be won during the Contest Period. Each winner will receive 2 tickets to attend the Event. Prizes must be accepted as awarded and, cannot be

substituted, are not transferable or convertible to cash. Prizes will only be awarded to the person who is the owner of the Instagram Account.

Additional Terms and Conditions

- Tickets are non-transferable.
- By entering the Contest, each entrant agrees to abide by these Contest Terms and Conditions. This Contest is subject to all applicable laws. Void where prohibited by law. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.
- Winners may be required to participate in any planned publicity in connection with this Contest. By entering the Contest, the prize winner consents to the use of his or her name, likeness, image, or photograph for any and all programming and/or publicity or advertising purposes, commercial or otherwise, in all media and formats used by SMAX or its agencies, without further compensation, throughout the entire world in perpetuity. If a winner refuses to do so, they forfeit their right to claim the prize.
- All entries are subject to verification at any time and for any reason. We reserves the right, in our sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to us including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the SMAX deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of the SMAX in a timely manner may result in disqualification in the sole and absolute discretion of the SMAX.
- Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Terms and Conditions, for example, but not limited to, creating multiple Instagram accounts, shall be deemed as tampering and may disqualify you from entering, participating, winning prize (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of SMAX. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these rules will be judged void. All entries become the property of SMAX upon receipt and none will be returned. Proof of transmission (screenshots or captures, etc.) does not constitute proof of receipt.

- Without limitation, SMAX, its advertising and promotion agencies and the Contest judges will not be liable for any failure of the website during the Contest; for an technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; for the failure of any entry to be received by us, its advertising and promotion agencies or the Contest judges for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website; or any combination of the above. Further, SMAX, its advertising and promotion agencies and the Contest judges will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Contest.
- In the event of a dispute, entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an online entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected entry.
- SMAX reserves the right to at any time vary the terms of the Contest, to amend its Terms and Conditions, or to withdraw the Contest. In any of these events notice will be given via media advertisements or messages to subscribers and will be effective immediately or as of the date referred to in such notifications.
- SMAX reserves the right to terminate, cancel, suspend and/or modify the Contest if any fraud, virus or other technical problem corrupts the administration, security, safety or proper play of the Contest. In such event, SMAX hereby specifically reserves the right (but not the obligation) to award some other prize by means of a random drawing from among the eligible entries received up until the time of the impairment.
- SMAX, Jamaica Jerk Festival NY LLC, their affiliates, assigns and/or licensees will not be liable in case of any accident, illness or any similar situation that endangers the winner's and his or her companion's health or physical integrity, so participants understand, accept and release SMAX, Jamaica Jerk Festival NY LLC, their affiliates, assigns and/or licensees in this regard without limitation.
- Contest is in no way sponsored, endorsed, or administered by, or in association with, Instagram. Any questions or comments regarding the Contest should be directed to SMAX, not Instagram.