

#MySoloTailgate Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** The Contest, as described herein, is open only to those who use #MySoloTailgate on Instagram. Participation open only to legal residents of the fifty (50) United States or the District of Columbia and is void where prohibited by law. All federal, state and local laws and regulations apply. Participants must have a valid mailing address. PO Boxes will not be accepted. Participants must be eighteen (18) years of age or older as of date of entry. The Contest may only be entered in or from the fifty (50) United States and the District of Columbia, and entries originating from any other jurisdiction are void. Employees of Dart Container Corporation (“Sponsor”) and its affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest.
2. **Agreement to Rules:** Sponsor’s decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Contest Rules (“Rules”). By entering the Contest, participants fully and unconditionally agree to be bound by these Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Contest. The Contest is subject to all applicable federal, state and local laws within the United States.

Participant must be a registered user of Instagram and comply with Instagram’s Terms of Use found at <https://help.instagram.com/478745558852511>. By submitting an entry on Instagram, participant warrants and represents: (a) participant is the sole and exclusive owner of the entry and (b) participant’s entry will not infringe on any rights of any third parties. No automated entry devices and/or programs permitted.

Each participant acknowledges that other participants may have used ideas and/or images in their entry that may be similar in idea or image to what is included in their entry. Each participant understands and agrees that he/she shall not have any claim against any other participant or Sponsor arising out of any such similarity or be entitled to any compensation because of any such similarity. By entering, each participant agrees that his or her entry conforms to the Entry Restrictions as defined below and that Sponsor, in its sole discretion, may remove any entry and disqualify a participant from the Contest if it believes, in its sole discretion that the participant’s entry fails to conform to the Entry Restrictions as stated below.

3. **Entry Restrictions:**
 1. The entry must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
 2. The entry must not in any way disparage Sponsor or any other person or party;
 3. The entry must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
 4. The entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
 5. The entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where entry is created;

6. The entry cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message; and
 7. The entry must be consistent with the image and values of Sponsor.
4. **Rights Granted by the Participant:** All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. By entering this Contest the participant understands that the Sponsor, anyone acting on behalf of the Sponsor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, participant's entry, including, without limitation, the entry and winner's name, photograph, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
 5. **Contest Period:** Contest begins at 12:00 AM Eastern Time ("ET") on Thursday, October 15, 2015. All entries must be submitted by 11:59 PM ET on Sunday, November 15, 2015.
 6. **How to Enter:** At four (4) times during the Contest Period Sponsor will post a theme using its account, solocup, at <https://instagram.com/solocup/>. These will appear on October 15, 2015, October 22, 2015, November 5, 2015 and November 12, 2015. To enter the weekly drawing participants must post a photo using #MySoloTailgate within four (4) days. To enter the grand prize drawing participants must post at least one (1) photo using #MySoloTailgate during the contest period.
 7. **Prize:** Four (4) winners will receive one (1) Fanatics.com gift certificate, each with an approximate retail value ("ARV") of each prize: \$250.00. One (1) Grand Prize winner will receive a Tailgate Gift Pack with an ARV of \$1,000.00, respectively. Prizes are nontransferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All expenses not specifically listed herein are the responsibility of winners.
 8. **Odds:** The odds of winning depend on the number of eligible entries received.
 9. **Winner Selection and Notification:** The winning participants will be selected in a random drawing using all eligible entries under the supervision of the Sponsor. There can only be one (1) winner of the Fanatics.com gift certificate per week and one (1) grand prize winner. If no participant posts an image on Instagram using #MySoloTailgate there will be no winning participants and the prizes will not be given out. On Monday, October 19; Monday, October 26; Monday, November 9; and Monday, November 16 the weekly winning participants will be selected and notified by a direct comment on their Instagram post. On Monday, November 16 the grand prize winning participant will be selected and notified by a direct comment on their Instagram post. The winning participants have three (3) days from being notified to claim their prize. If we have not heard back within that time, we will disqualify that winning participant and randomly draw again. The winning participants will be required to provide their address either through direct message or email. If any potential winner cannot be contacted within twenty-four (24) hours of prize notification, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Rules, such prize will be forfeited and an alternate winning participant will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.

10. **Terms:** All federal, state and local taxes are the sole responsibility of the participants.

In case of dispute as to the identity of any participant the entry will be declared made by the authorized account holder of the email address associated with the participant's Instagram account. Authorized Account Holder is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. The Sponsor is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this contest or downloading any materials in this contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest for any or no reason (in its sole discretion), including, but not limited to virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the contest. In such case, Sponsor will select the winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an participant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives.

11. **Limitation of Liability:** By participating in this Contest participant agrees to release and hold harmless the Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPANT'S ACCESS TO AND USE OF THE SERVICE AND/OR THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF

IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PARTICIPANT. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. **Disputes:** THIS CONTEST IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York.

The parties waive all rights to trial in any action or proceeding instituted in connection with this Contest. Any controversy or claim arising out of or relating to this Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

13. **List of Winners:** To obtain a list of winners, send a self-addressed, stamped envelope by November 15, 2015 to: Zocalo Group, Attn: Solo Cup Team, 200 E. Randolph St., Suite 4200, Chicago, IL 60601.