

# DISH "CREATE A SCAPE" SWEEPSTAKES

## OFFICIAL RULES

Please read the Official Rules and Regulations ("Official Rules") of the "DISH 'Create a Scape' Sweepstakes" ("Sweepstakes"). You must agree to accept and comply with the Official Rules to participate in the Sweepstakes. By entering the Sweepstakes, you agree to these Rules.

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD. AN INTERNET CONNECTION IS REQUIRED FOR ENTRY.**

1. **Dates:** This Sweepstakes is valid from 8/30/21, 12:00 AM MT, through 9/17/2021, 11:59 PM MT ("Sweepstakes Period").
2. **How To Enter:** Submit photo, name, phone number, and description of photo to [createascape@dish.com](mailto:createascape@dish.com). All images must be owned by the submitter. Images may not include people's faces, logos, or obscenity.

Any sort of automated Entry sent via bot is strictly prohibited. Any entrant suspected or found to be submitting automated Entries of any kind will be disqualified.

Users may submit as many photos for consideration as they want.

3. **Eligibility:** This Sweepstakes is open to legal residents of the forty-eight (48) contiguous United States and D.C. (excluding, without limitation, residents of Puerto Rico and other U.S. territories) who are 18 years of age (or age of majority in his or her state) and older at the time of entry **and existing DISH customers as of 8/30/21**. Employees, directors, officers and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless where they live) or members of households of DISH Network L.L.C., ("DISH") and each of its respective parent companies, subsidiaries, advertising, design, print production and publicity agencies and anyone connected with the production and distribution of this sweepstakes (collectively the "Sweepstakes Entities"), are not eligible to enter or to be awarded a prize..
4. **Sponsor:** DISH Network L.L.C., 9601 S. Meridian Blvd., Englewood, CO 80112.
5. **Winner Selection:** Four Finalists will be selected by sponsor on or about 9/20/2021, from among all eligible entries received. Finalists will have 24 hours to accept Finalist position. Sponsor reserves the right to select less than four Finalists. Sponsor reserves the right to terminate the Sweepstakes and select no winners if entries submitted are not suitable for the intended purpose, at Sponsor's sole discretion. Decision of Finalists by sponsor will be based on setting, creativity, overall style, and embodying of a DISH scape. Decisions of Sponsor are final. Finalists will be notified by email. Voting amongst Finalists by general public will be from 10/1/21 to 10/31/21 ("Voting Period"). The Finalist with the most votes at the end of the Voting Period will be the Prize Winner. Potential Prize Winner will be notified by email at Sponsor's discretion on or about 11/01/21, and will have 7 days to respond. If Potential Prize Winner does not reply within allocated time, does not accept prize, or is found to be ineligible or not in compliance with these Official Rules such prize will be forfeited and may be awarded to an alternate Winner, time permitting. Odds of winning will depend upon the total number of eligible Entries received.
6. **Prizes and Approximate Retail Values ("ARV"):** One (1) Grand Prize: Winner will have their photo turned into a DISH scape and will receive \$4,000 in Visa Gift Cards. Gift Card may take up to 90 days to arrive. **ARV: \$4,000**
7. **Taxes:** Taxes are the sole responsibility of Winner. All expenses not stated herein are the sole responsibility of Winner. An IRS form #1099 will be issued to the Prize Winner.
8. **General Rules:** Sweepstakes administration, winner selection and prize claim verification and fulfillment will be conducted by Sponsor. By participating in this Sweepstakes, Prize Winner agrees to be bound by these Official Rules and the decisions of the Sponsor, whose decisions are final. All materials submitted become the sole property of Sponsors and will not be returned. Return of any prize/prize notification as undeliverable will result in disqualification and an alternate will be selected. Prize Winner must sign and return an Affidavit of Eligibility and Publicity/Liability Release within seven (7) days of prize notification. Noncompliance within this time period will result in disqualification and an alternate will be selected. In the event Prize Winner is less than the age of majority in his/her state of residence, all required documents must be signed by the individual's parent/legal guardian on his/her behalf. Sponsor reserves the right to cancel/terminate, modify or suspend the Sweepstakes if in Sponsor's

sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly, including, but not limited to, fraud or force majeure or any other causes beyond Sponsor's control. By entering this Sweepstakes, a participant explicitly releases, discharges and holds harmless the Sweepstakes Entities, their successors, estates and assigns and all their respective shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Sweepstakes and the acceptance and use or misuse of a prize. By accepting a prize, Winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of a prize or force majeure.

9. **Severability:** Sweepstakes void where prohibited. If any provision of this Sweepstakes shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. All federal, state and local laws and regulations apply.
10. **No Reproduction:** This offer may not be reproduced, reprinted or published elsewhere in any format without the written permission of the Sponsor.
11. **Publicity Rights:** Acceptance of a prize constitutes permission to use a Winner's name, town and state, voice and likeness and any and all identifying characteristics including, but not limited to, the taking of photographs and/or videos by Sponsor's photographer/videographer for publicity purposes, in perpetuity, without further consent or compensation, unless prohibited by law and Winner agrees to execute any and all documents requested by Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate Sponsor to make use of any of the rights granted herein and Winner waives any right to inspect or approve any such use of any and every nature and kind. Winner agrees to assign all rights to the photograph to Sponsor, in perpetuity, including without limitation copyright, to Sponsor.
12. **Limitations of Liability:** The Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction nor unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry materials by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Any person attempting to damage any website, defraud or in any way tamper with the Sweepstakes will be ineligible for any prize and may be prosecuted to the full extent of the law. The Sponsor shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules. Entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Douglas County, Colorado. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
13. **Release:** By entering the Sweepstakes, entrants agree to release, discharge and hold harmless Sponsor and their respective parent, subsidiary and affiliated entities as well as the successors, assigns and licensees of each and the respective officers, directors, agents, employees, shareholders, contractors and representative of each (collectively, the "Released Parties"), from any and all liability for any injury, loss, or damage of any kind to persons, including death, and property, whether direct or indirect, which may be due to or arise out of participation in the promotion or any portion thereof, or the acceptance, use/misuse or possession of prizes, or any prize-related travel or activity. Entrants waive all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Further, Winner agrees that the Released Parties are not responsible in any way for any additional expenses, omissions, delays or re-routing resulting from any acts of any government or authority. Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of his/her guests related to any sweepstakes-related activity, including, without limitation, any actions, claims or liabilities related to each guest's use of the prize.
14. **Winner Name(s):** The name of the Winner will be posted on or about 11/1/2021, at [MyDish.com/dishscapes](http://MyDish.com/dishscapes).