# Arizona Foothills Magazine's Face of Foothills Contest Rules and Regulations or "Rules"

No purchase is necessary to enter this contest.

In addition to the requirements set forth below, the *Arizona Foothills Magazine* Face of Foothills Contest, or "Contest", is open to all potential models, except the directors, officers, agents and employees of Media That Deelivers and their respective affiliated and associated entities and members of their respective immediate families living in the same household.

By entering this Contest, each entrant accepts the terms and conditions of these Rules and agrees to be bound by them. This Contest is subject to all applicable federal, state and local laws and regulations. This Contest is void where prohibited by law.

## THE GRAND PRIZE

One Grand Prize ("**Grand Prize**") shall be awarded to the Contest Winner (as defined below). The Grand Prize Package shall comprise:

- 1) An appearance in an *Arizona Foothills Magazine* marketing and promotional campaign, which includes:
  - \* One magazine cover
  - \* One year as the face of the magazine's Web site, AZFoothills.com
- \* One year as the face of the Web site's accompanying weekly e-newsletter "About Town"
  - \* This shoot includes all styling, wardrobe, hair and makeup.

## 2) \$1,000 cash

\* Courtesy of Arizona Foothills Magazine

Prizes are constantly added to the package by sponsors. The Grand Prize will have a total retail value of more than \$10,000.

## **ADDITIONAL PRIZES**

Additional prizes will be contributed for the winner and finalists, depending on the depth of participation by sponsors.

## **ENTRY**

To enter the Contest, models can attend a Face of Foothills Casting Call or e-mail required info and photos to <u>faceoffoothills@mediathatdeelivers.com</u>. All models will be required to submit:

- 1) Two photographs including a head shot and full-body shot
- 2) Contact info, including full name, address, e-mail address
- 3) Measurements, including height, bust, waist, hips and inseam
- 4) Contest information, including age and hometown

There is a limit of one entry per person (i.e. per name of entrant and e-mail/residential address). All additional entries will be disqualified. Odds of winning are determined by the number of eligible entries received. All entries become the property of *Arizona Foothills Magazine* and Media That Deelivers. Contest entries may be submitted until 11:59:59 PM (Eastern time) on June 11, 2010 ("Entry Deadline"). All entries must be received by the Entry Deadline. All those under 18 must submit proof of permission from a parent or guardian.

#### JUDGING PANEL

All Contest entrants and participants and entries will be evaluated initially by *Arizona Foothills*Magazine and a panel of modeling judges based upon who, in the opinion of *Arizona Foothills*Magazine and the Panel, constitutes a potential best fit to serve as a *Arizona Foothills Magazine* model.

# **CASTING CALLS**

Arizona Foothills will hold 14 Casting Calls at Westcor Shopping Centers in May, 2010. These will be opportunities for models to meet representatives from the magazine, fill out entry forms and submit headshots to the contest, or have a headshot taken by a professional photographer. There are two types of Casting Calls- Tier One Casting Calls and Tier Two Casting Calls.

# 1) Tier One Casting Calls

Tier One Casting Calls will be an opportunity for the magazine to choose a semi-finalist from the pool of that center's entrants, who will bypass the voting rounds and make it straight to the Finale Party as a finalist. The magazine will meet all entrants and accept all photos and information before choosing a finalist, who will be announced at the end of the Casting Call. All other entries will be submitted to the Face of Foothills pool of entries. These Casting Calls will have music, informal modeling and other Westcor Goodies. The Tier One Casting Calls will be held:

May 1, 1-3 p.m., Scottsdale Fashion Square

May 8, 1-3 p.m., Chandler Fashion Center

May 15, 1-3 p.m., Kierland Commons

# 2) Tier Two Casting Calls

Tier Two Casting Calls will be an opportunity for the magazine to meet entrants and accept photos and information from people from across the state of Arizona. Though a finalist will not be chosen live at these events, it's a chance for those who may not live in the Phoenix metro to meet the staff in person and enter the contest. The Tier Two Casting Calls will be held:

May 4, 5-7 p.m., Promenade at Casa Grande

May 6, 5-7 p.m., Biltmore Fashion Park

May 7, 5-7 p.m., Fiesta Mall

May 11, 5-7 p.m., Flagstaff Mall

May 12, 5-7 p.m., La Encantada Mall in Tucson

May 13, 5-7 p.m., SanTan Village

May 14, 5-7 p.m., Arrowhead Towne Center

May 18, 5-7 p.m., Prescott Gateway Mall

May 19, 5-7 p.m., Desert Sky Mall

May 20, 5-7 p.m., Superstition Springs Center

#### CASTING CALL FINALISTS

The three Casting Call Finalists chosen at the three Tier One Casting Calls will instantly become a part of the Top Fifteen. They will have their photos on AZFoothills.com for the duration of voting, and all Semi-Finalists will compete to join them as one of the other twelve finalists.

#### **SEMI-FINALISTS**

Arizona Foothills Magazine and the Panel will select a group of **Semi-Finalists**, from all Casting Call and Web entries, whose photos will be placed on our Web site for voting. Semi-Finalists are chosen by Arizona Foothills Magazine's Panel, and will be entrants the Panel deems those who are the best fit to win the final prize.

There will be four rounds of semi-finalists voting to narrow the pool. Those with the highest number of votes will advance and voting will reset for each round.

- 1) **Round 1** will take place from 12:00:01 PM (Arizona time) on July 1, 2010 until 11:59:59 AM (Arizona time) on July 22, 2010.
- 2) **Round 2** will take place from 12:00:01 PM (Arizona time) on July 26, 2010 until 11:59:59 AM (Arizona time) on August 26, 2010.
- 3) **Round 3** will take place from 12:00:01 PM (Arizona time) on August 30, 2010 until 11:59:59 AM (Arizona time) on September 30, 2010.
- 4) **Final Voting** will take place from 12:00:01 PM (Arizona time) on October 4, 2010 until 11:59:59 PM (Arizona time) on October 20, 2010. The twelve with the most votes will be a part of the Fifteen Finalists.

Images of all Semi-Finalists will be displayed on the *Arizona Foothills Magazine* Web site indefinitely, and participants grant *Arizona Foothills Magazine* rights to the photos upon entry.

# TOP FIFTEEN FINALISTS

The twelve finalists with the highest number of votes in Final Voting will be notified the week of November 1, 2010. They will then meet in person with the panel and *Arizona Foothills Magazine* (date to be determined) and join the three Casting Call Finalists at the Finalist Event in Scottsdale in November, 2010. The Top Fifteen Finalists must be available in Scottsdale, or travel to Scottsdale on their own expense, at these times. If a potential finalist does not wish or is unable to

participate in the Contest or is unable to travel during this required period, she will be disqualified and another potential finalist may be selected by *Arizona Foothills Magazine* and the Panel.

#### THE WINNER

The winner of the Contest will be the Top Fifteen Finalists chosen jointly by the panel and *Arizona Foothills Magazine* from all Top Fifteen Finalists who meet the panel and attend the event and based upon who, in the opinion of the Panel, constitutes a best fit to serve as an *Arizona Foothills Magazine* model.

Top Fifteen Finalists must be available for travel during the allotted dates in November 2010 and only Finalists present at the Finale Event shall be eligible to win the Grand Prize. If the Winner does not wish to accept the prize, the selected winner will be disqualified and another winner will be selected by the panel. The name of the Winner shall appear on the Website no more than thirty days following selection and confirmation of said winner.

The finale photo shoot dates and details will be decided on mutually by *Arizona Foothills Magazine* and the Winner.

## PRIZE TERMS & CONDITIONS

All prizes and benefits of any kind awarded herein, including without limitation, the Grand Prize, must be accepted as awarded without substitution and are not transferable, not for resale, and have no cash surrender value. No cash or prize substitution is allowed for all or any portion of the Prizes awarded hereunder except at the discretion of the Sponsors. The Prizes cannot be refunded, transferred, reissued, revalidated or combined with any other offer and must be accepted as is. Prizes must be claimed within one month of the award of the Prizes. No rain checks shall be provided.

The Sponsors reserve the right, in the event that the Prizes, or any component thereof, cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability. In the event that any prize winners hereunder do not use any portion of the Prizes, there will be no refund, extension, transfer, substitution or any kind of compensation provided.

Arizona Foothills Magazine shall not be responsible for ground transportation, economy air travel within the US or hotel accommodation expenses or costs, including all US federal and provincial airport and departure taxes, incurred in connection with the Finalist Event. All these costs shall be the sole responsibility of the Finalists. Without limitation to the generality of the foregoing, the Prize winners shall be responsible for all other applicable expenses, costs or taxes associated with and incurred in

respect of any prize or benefit awarded as part of the Contest or under these Rules, including for meals and beverages, insurance, items of personal nature, gratuities, any additional hotel accommodations or excursions, and all other expenses, costs or taxes not specifically stated as included herein.

Arizona Foothills Magazine reserves the right to verify eligibility qualifications of all Contest entrants and participants. All Contest entrants and participants must comply with these Rules. In addition to the foregoing and in order to be eligible to participate in any Contest-related events and claim any of the Prizes, or any other prizes or benefits awarded hereunder, all Finalists and Prize winners must execute a full release and affidavit of eligibility in a form to be provided by Arizona Foothills Magazine which relieves Arizona Foothills Magazine from any and all liability for injury associated with any prize or benefit awarded, as well as satisfy any and all laws and regulations and other criteria required by the respective province(s) of residence of the Finalists and Prize winners. Once the Finalists and Prize winners have satisfied these requirements, they will be entitled to participate in any Contest-related events and claim the Prizes, or any other prizes or benefits awarded hereunder.

By entering or participating in this Contest, all entrants and participants irrevocably grant to the *Arizona Foothills Magazine* the right to include their name and information on any *Arizona Foothills Magazine* mailing lists and to use their name in any publicity carried out by *Arizona Foothills Magazine*, and agree to grant to *Arizona Foothills Magazine* a non-exclusive irrevocable license and right to incorporate, use and reproduce their photograph, voice, name and likeness in whole or in part in and in connection with the advertising, exhibiting, marketing, promotion and exploitation of *Arizona Foothills Magazine*'s business in any manner, in all media throughout the world. Individuals who do not wish that their personal information be used for such promotional and publicity purposes (otherwise unrelated to the Contest) are required to so indicate in writing to *Arizona Foothills Magazine* at the following address: Media That Deelivers, 8132 N. 87th PL, Scottsdale, AZ 85258 ATTN:Face of Foothills Contest.

In no event shall Sponsors, or their respective affiliated and associated entities, be held liable for any delays or cancellations due to circumstances beyond their reasonable control. Contest entrants and participants assume all liability for injuries caused or claimed to be caused by participation in this Contest, or the use or misuse of any prize granted herein, including any all and losses, damages, claims, actions and causes of action with respect to any prize so granted including without limitation, all liability and risks in connection with travel. Without limiting the generality of the foregoing, by entering or participating in this Contest, entrants and participants release and forever discharge Sponsors and their respective parent companies, affiliates, subsidiaries, agents, and advisors and the employees, officers, directors, shareholders, agents and representatives, from any and all damages,

rights, claims and actions of any kind whatsoever arising in connection with the Contest or resulting from acceptance, possession, or use or misuse of any prize awarded in connection with the Contest, including without limitation personal injury, death, and/or property damage as well as claims based on publicity rights, defamation, or invasion of privacy.

Sponsors and their respective affiliated and associated entities, assume no responsibility for lost, stolen, mutilated, late, misdirected or ineligible entry forms or for any computer, online, human or technical malfunctions that may occur in the administration of the Contest. If for any reason this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the control of the Sponsors, or their respective affiliated and associated entities, or any act corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsors reserve the right, in their absolute and sole discretion, to disqualify an individual and/or cancel, terminate, modify or suspend the Contest. Sponsors and their respective affiliated and associated entities, shall not be responsible under any condition whatsoever for any problems or technical malfunctions relating to the Contest or for any printing or typographical errors or problems in connection with any Contest-related materials. Any attempt by anyone to damage or disrupt the Contest shall be considered a violation under criminal and civil law. Sponsors and their respective affiliated and associated entities, reserve the right to seek damages or other remedies against such person.

In the event of any dispute regarding entries received from multiple users having the same e-mail account, entries will be deemed to be made by the authorized account holder of the e-mail address submitted during entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. The Contest Winner may be required to provide *Arizona Foothills Magazine* with proof that the Contest Winner are the authorized account holders of the e-mail address associated with the winning entries, or forfeit any prize awarded hereunder.

It is the entrant's sole responsibility to notify *Arizona Foothills Magazine* in writing at the address indicated above if she changes her address, e-mail address or telephone number. All corrections must be received prior to the Entry Deadline.

All monetary amounts referenced herein are in US dollars.