

LIBBEY'S MAKERS PLATING CONTEST

NO PURCHASE, PAYMENT, OR SUBMISSION TO SALES PRESENTATIONS NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

ELIGIBILITY:

THE MAKERS PLATING CONTEST ("Contest") is open to legal residents of the 50 United States ("US"), Puerto Rico, District of Columbia, and Canada, excluding Quebec, who are at least 18 years of age (19 or older in US states AL and NE) at the time of Entry. Employees of Libbey Glass LLC ("Libbey") and other providers of the prizes (Collectively the "Prize Providers") and each of their parent companies, affiliates, subsidiaries, divisions, and advertising and promotion agencies, and their immediate families and household members are not eligible to enter or win. For purposes of this Contest, "immediate families" means spouses, domestic partners, parents, grandparents, children, grandchildren, and siblings.

REQUESTING PARTICIPATION:

Each person requesting participation ("Entrant") must complete the registration form. Entrants must complete the registration form by April 13th, 2024 at 11:59pm EST. Up to 50 Entrants will be selected ("Participants") by Libbey and associated judges to participate and receive free Libbey plateware for use. Selection preference will weigh heavily on visual presentation of the ingredients on the plate, in the dish or the beverage. Not all who request participation will be chosen to compete.

COMPETITION PARTICIPATION:

If chosen as one of the 50 entrants to receive Libbey plateware, participants must submit a photo depicting an original dish plated on the Libbey plate sample that was shipped to them. The photo, including dish description in English, must be posted to a public Instagram account during the competition time frame. Any submissions that are posted outside of the competition timeframe will not be eligible to compete. Previous Makers Plating Contest winners will not be eligible to win future Makers Plating Contest competitions. The post must include the @libbeypro tag and the #makersplatingcontest24 hashtag. Competition posts must occur from April 29th, 2024 to May 5th, 2024, at 11:59pm. ("Submission Period"). Only one post will be counted as a contest submission per competitor. Libbey is not obligated to consider entries that are lost, late, misdirected, illegible, incompletely received, or incomplete, for any reason. Proof of sending will not be deemed to be proof of receipt. If a Participant's identity is disputed, the identity will be based on the authorized account holder of the Instagram account first used to submit during the competition phase and each Participant agrees to, upon Libbey's request, provide evidence sufficient to show that they are the authorized account holder.

PRIZES:

Winners of the following prizes will be selected.

1st prize package: \$1,000 or product at equal or lesser value

2nd prize package: \$750 or product at equal or lesser value

3rd prize package: \$350 and judge prize inclusions

The prizes are nonassignable, nontransferable, and not redeemable in cash. There are no prize substitutions, except that Libbey may, in its sole discretion, substitute a prize of approximately equal or greater value. Incidental expenses and all other costs and expenses which are not specifically listed herein as part of a prize, including any related to the award, acceptance, receipt, and use of a prize are solely the responsibility of the respective prize winners. All federal, state, and local taxes associated with the receipt or use of any prize are solely the responsibility of its respective winner.

SELECTION AND NOTIFICATION OF WINNERS:

At the end of the Submission Period, Libbey's judging panel will select winners for each of the prizes based on the quality of the submissions in terms of dish originality, image appeal, and use of Libbey product. On May 8th, 2024, prize winners will be announced on Libbey's Instagram account.

If an announced winner does not respond within 48 hours of the announcement posting or fails to comply with the instructions contained in the announcement or other notification within that time period, Libbey will be entitled to select an alternate winner. If a desired prize is not in stock at the conclusion of the contest, Libbey will coordinate with winners to select an in-stock item. Each potential winner may be required to return an affidavit of eligibility, release and acceptance form, and IRS W-9 form. If a potential winner fails to comply with these rules, that potential winner will be disqualified and Libbey may select an alternate winner.

APPLICABLE LAW AND JURISDICTION:

This contest is void where prohibited and is subject to all applicable federal, state, and local laws and regulations. Any dispute arising out of or related to this contest, or any prize will be governed by the laws of the State of Ohio, without regard to its choice law principles, and shall be subject to the exclusive jurisdiction of the state and federal courts in the Lucas County, Ohio. Entrants consent to the personal jurisdiction of said courts.

WAIVERS AND RELEASES:

By entering, Entrants agree: (a) to be bound by these rules and the decisions of Libbey, which are final and binding; (b) not to tamper or interfere with the submission or selection processes; (c) that they may be contacted in person, by phone by e-mail or otherwise, with respect to the contest; (d) that Libbey, Instagram, and the Prize Providers, and each of their parent companies, affiliates, subsidiaries, divisions, and advertising and promotion agencies, and their respective officers, directors, shareholders, and employees (collectively "Releasees") are not responsible for lost, damaged, or misplaced entries, inaccurate transcription or translation of information, or for any telecommunication, computer or software error or failure; and (e) to assume all risk related to their participation in the contest and acceptance and use of any prize. Releasees disclaim all warranties, express or implied, relating to any prize and each Entrant waives any claim to the contrary.

PUBLICITY / PRIVACY:

Unless prohibited by law, each Entrant does and shall grant a perpetual, irrevocable, worldwide, fully paid license to each Releasee to reproduce, publish and otherwise use that Entrant's name, place of employment, posting, photos, dish name, dish description and likeness for advertising and trade purposes without further compensation or right of review or approval, in any and all forms of media, now known and hereafter devised, including the Internet.

Entrants agree that their personal data, including name, e-mail address, phone number, and physical address, may be processed, stored and otherwise used for any purpose set forth in Libbey's Privacy Policy at <https://libbey.com> and to contact prize winners, check an Entrant's identity and contact information, or verify an Entrant's eligibility to participate in the contest or to receive any prize. The personal information collected will be stored and processed on servers in the United States and Entrants consent to the transfer of their personal information to the United States.

GENERAL:

If any provision herein is held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

Trademarks referenced herein or during the contest are owned by their respective companies and do not imply or suggest that such companies endorse or support this contest.

This contest is not sponsored, endorsed or administered by, or associated with, Instagram.

TO RECEIVE WINNER NAME OR OFFICIAL RULES:

To request the names of all winners (available after the announcement date) or a copy of these rules, email your request to foodservicesocial@libbey.com or mail your request, along with a self-addressed stamped envelope to: 1086 N 4th St STE 112 Columbus, OH 43201. Residents of Vermont may omit return postage. Requests must be received before or within 30 days of such date.