

# PRIVACY POLICY

DEAR MR. HEMINGWAY

## Privacy Policy

Protecting your private information is our priority. This Statement of Privacy applies to [www.dearmrhemingway.com](http://www.dearmrhemingway.com) and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to Dear Mr. Hemingway include [www.dearmrhemingway.com](http://www.dearmrhemingway.com). By using the Dear Mr. Hemingway website, you consent to the data practices described in this statement.

### Collection of Your Personal Information

Dear Mr. Hemingway may collect personally identifiable information, such as your name. We may gather additional personal or non-personal information in the future. Information about your computer hardware and software may be automatically collected by Dear Mr. Hemingway. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Dear Mr. Hemingway website. Dear Mr. Hemingway encourages you to review the privacy statements of websites you choose to link to from Dear Mr. Hemingway so that you can understand how those websites collect, use and share your information. Dear Mr. Hemingway is not responsible for the privacy statements or other content on websites outside of the Dear Mr. Hemingway website.

### Use of your Personal Information

Dear Mr. Hemingway collects and uses your personal information to operate its website(s) and deliver the services you have requested. Dear Mr. Hemingway may also use your personally identifiable information to inform you of other products or services available from Dear Mr. Hemingway and its affiliates. Dear Mr. Hemingway may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered. Dear Mr. Hemingway does not sell, rent or lease its customer lists to third parties. Dear Mr. Hemingway may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Dear Mr. Hemingway, and they are required to maintain the confidentiality of your information. Dear Mr. Hemingway does collect cookies as a method of storing checklists for our clients only. Dear Mr. Hemingway will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Dear Mr. Hemingway or the site; (b) protect and defend the rights or

property of Dear Mr. Hemingway; and, (c) act under exigent circumstances to protect the personal safety of users of Dear Mr. Hemingway, or the public.

## Security of your Personal Information

Dear Mr. Hemingway secures your personal information from unauthorized access, use or disclosure.

## Children Under Thirteen

Dear Mr. Hemingway, does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

## Opt-Out & Unsubscribe Policy

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from Dear Mr. Hemingway by contacting us here: Email: [dearmrhemingway@gmail.com](mailto:dearmrhemingway@gmail.com)

## Contest Rules

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

1. Eligibility: This contest is open only to those who enter and who are 18 years of age or older as of the date of entry. The contest is only open to legal residents of the USA, and is void where prohibited by law. Employees of Dear Mr. Hemingway, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the contest. The contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Dear Mr. Hemingway as final and binding as it relates to the content of this contest.

3. Contest Period: Entries will be accepted online starting on the published date and ending on the published date. All online entries must be received by the published date.

4. How to Enter: The contest must be entered by submitting an entry on social media. The entry must fulfill all contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Fisher Green Creative, LLC.

5. Prizes: The Winner(s) of the contest (the "Winner") will receive the published prizes. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Dear Mr. Hemingway. No cash or other prize substitution shall be permitted. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Dear Mr. Hemingway to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of Dear Mr. Hemingway. Winner will be notified by a message on social media within five (5) days following selection of Winner. Dear Mr. Hemingway shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT DEAR MR. HEMINGWAY'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Dear Mr. Hemingway, anyone acting on behalf of Dear Mr. Hemingway, and Dear Mr. Hemingway licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice,

likeness, image, statements about the contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

9. Terms & Conditions: Dear Mr. Hemingway reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Dear Mr. Hemingway's control corrupt or affect the administration, security, fairness, or proper conduct of the contest. In such case, Dear Mr. Hemingway may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Dear Mr. Hemingway. Dear Mr. Hemingway reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or website or violates these Terms & Conditions. Dear Mr. Hemingway has the right, in its sole discretion, to maintain the integrity of the contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the contest may be a violation of criminal and civil laws. Should such attempt be made, Dear Mr. Hemingway reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Dear Mr. Hemingway and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS contest IS GOVERNED BY THE LAWS OF the United States AND Maine, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Maine having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e.

costs associated with entering this contest). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Dear Mr. Hemingway website. To read the Privacy Policy, please go to /privacy-policy

13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, email [dearmrhemingway@gmail.com](mailto:dearmrhemingway@gmail.com). Requests must be received no later than the published contest dates.

14. Sponsor: The Sponsor of the contest is Dear Mr. Hemingway.

15. Social Media Platforms: The contest hosted by Dear Mr. Hemingway is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or any other social media platform.

## Changes to Our Policies

Dear Mr. Hemingway will occasionally update our Policies to reflect company and customer feedback. Dear Mr. Hemingway encourages you to periodically review our policies to be informed of how Dear Mr. Hemingway is protecting your information and providing services. Clients are responsible for understanding the contract terms and all agreements for services prior to beginning work with Dear Mr. Hemingway. Please request a copy of our contract terms and agreements at [dearmrhemingway@gmail.com](mailto:dearmrhemingway@gmail.com).

## Contact Information

Dear Mr. Hemingway welcomes your questions or comments regarding these Policies. If you believe that Dear Mr. Hemingway has not adhered to this Statement, please contact Dear Mr. Hemingway at [dearmrhemingway@gmail.com](mailto:dearmrhemingway@gmail.com).



