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|  |  | t-sHIRT give away by:  **http://MbrancoDesigns. Com** |
| Participation period: **August 18, 2019 to Open period.** steps **Step #1** - Go to our web page and find the T-Shirt Design that you would like to win.  **Step #2** – Comment in the post The Design that you will like to win.  **Step #3** – Please Tag two friends that you think would like a design and comment to them “I think you would like design #\_\_\_\_\_\_” Contact Michael R. Branco  WEBSITE:  <http://MbrancoDesigns.com>  EMAIL:  [MichaelBranco@MichaelBranco.com](mailto:MichaelBranco@MichaelBranco.com) |  | Why are we doing this give away.Increase Engagement with Existing Fans.Increase Brand Exposure to Potential Fans. (I hope you like and share) Bring in New Leads (I hope you buy one of our T-shirt Designs)  Increase Traffic to our Website. Likes – Tags - comments - shares - People ReachedArticle. 1 Prize Draw The organizer of the prize draw is exclusively MbrancoDesigns.com.Article. 2 Eligibility to participate  1. Eligibility to take part in the prize draw is reserved exclusively to individuals (excluding residents of the province of Quebec in Canada, Cuba, Iran, Syria, North Korea, Brazil, Italy, Myanmar (formerly Burma) and Sudan and any other jurisdiction where the prize draw would be prohibited by any applicable law), who have an existing Internet connection and who react and comment to the prize draw post on Facebook within the Participation period, as described in **Article 2 (4).** 2. Minors under the age of 18 years are excluded from participation. At MbrancoDesigns.com request, the participant shall be required to provide evidence of his or her age or the consent of the legal guardians. 3. It is only possible to take part online. Taking part text message or through email or mail is not possible. The extent of the costs incurred for the use of the Internet depends upon the participant’s contract with their internet service provider. MbrancoDesigns.com has no control over this. Otherwise, participation is free of charge and independent of any purchase of goods or making use of paid services. 4. An individual will automatically be entered into the prize draw and will be participant of the prize draw if the aforementioned conditions of participation are fulfilled and the individual react to the prize draw post on our Facebook page under <<https://www.facebook.com/MbrancoDesigns/>>. Between August 18, 2019 EST until open date (“Participation period”) by   4.1. choosing a design on the web site <http://MbrancoDesigns.com>  **AND**  4.2 leaving a comment under the same prize draw post. Stating that this is the design that you would like to win, tag two of your friends to the contest post and comment to them you think they will like design # and enter the design # you think they will like.  Multiple participations are not allowed and will be excluded from the draw.   1. To participate in the prize draw, it is imperative for all personal details to be true. Otherwise, the individual in question may be excluded from participation in accordance with Article. 5. The participant shall be responsible for the accuracy of his or her details, in particular his or her age and email and or postal address.   **Article. 3.** **Ascertaining the winner and notification** 1. The winner will be drawn at random on Oct 1, 2019 from among all participants who have left the appropriate comment to the prize draw post and commented.  2. The winner will be notified in a public comment of a Facebook post given a few days after expiry of the prize draw and will be asked to specify the contact details. 3. The winner will be announced without any guarantee as to the accuracy of the information.  **Article. 4. Lapse of the prize.**   1. If it is not possible to award a prize to a winner ascertained because a prize notification and /or the delivery of the prize fail for reasons that are the winner’s fault, and it can also not be awarded retrospectively within one month of ascertaining the respective winner, the claim to the prize shall lapse. 2. The claim to the prize shall likewise lapse if acceptance of the prize is refused. The same shall apply if it only transpires after the respective winner is ascertained that there is a reason for excluding that individual’s participation or that the prerequisites for exclusion in accordance with Article. 6 exist or existed. Following the expiry of the above-mentioned waiting period, a substitute winner will be determined in accordance with the same procedure.   **Article. 5. Prizes and procedure. (Winner will be reimburse via pay-pal or cash app)** 1. The prizes are non-cash prizes, A T-Shirt, worth approx. $25 USD. Each winner wins only one prize. (The T-Shirt Design they wrote in their comment). 2. Should the prize as mentioned above no longer be available (for example – but not limited to – in case of delivery difficulties, change of model, design, seasonal goods, etc.), the winner will receive a replacement prize of approximately equal value.  3.The prize will be transferred by MbrancoDesigns.com directly to the participant, which must be specified by the winner after being notified in a comment on the winning Facebook posting. This transfer will consist of the winner purchasing the winning design from TeeSpring.com and MbrancoDesigns once receiving the receipt for proof of purchase and a picture of the winner either wearing or holding up the T-Shirt Design. Winner has to mention in the comment the T-Shirt they wish to win. Winner is solely responsible for all federal, state, provincial and local taxes and any other costs, expenses or fees associated with prize acceptance. Prizes are neither transferable nor exchangeable. It is not possible to pay out of the value of the prize in cash.  Article. 6. Exclusion from participation in the prize draw.   1. MbrancoDesigns.com reserves the right to exclude individuals from participation in the prize draw for good cause in the following cases:    1. Minimum age is not reached, or the consent of legal guardian is missing.    2. These conditions of participation are being infringed upon.    3. The General Terms and Conditions of MbrancoDesigns accepted by the participant are being infringed upon.    4. False personal details are given.    5. Multiple reactions to the prize draw post.    6. If an individual prevents or obstructs the prize draw from being executed In proper form, for example by interfering with the participation process, the game and or the parties, and or who attempts such and or otherwise attempt to influence the prize draw in an unfair manner, in particular by disturbing or threatening employees or being a nuisance to them or interfering with software or with other participants. 2. To that extent, the right is reserved to apply further sanctions and take further steps (compensation for damage, criminal charges). If appropriate, a prize may be withdrawn retrospectively and demanded back in such cases.   **Article. 7. Premature termination of the prize draw**  MbrancoDesigns.com reserves the right to modify, interrupt or terminate the prize draw at any time, for technical reasons, without prior notice and without giving reasons. The latter shall in particular apply in cases where proper execution of the draw cannot be guaranteed for technical reasons (e.g. viruses in the computer system, manipulation or faults in the hardware and or the software) or legal reasons. It shall be incumbent upon MbrancoDesigns.com to decide alone whether the prize draw can be continued in a modified form or whether it is necessary to interrupt it or end it prematurely.  Should a modification or termination be caused b the conduct of a participant, MbrancoDesigns.com reserves the right to require such an individual to compensate MbrancoDesigns.com for the damage incurred.  **Article. 8. Data privacy**   1. The participant expressly declares his or her agreement to MbrancoDesigns.com saving, processing and using the data required for participation in the prize draw (Facebook user name and email address) and the data necessary for the purpose of awarding prizes (first name, last name, age, postal address, telephone number, email address) for the duration of the prize draw and the time that it takes to distribute prizes. The data will essentially be handled with strict confidentiality, and not passed on to third parties unless it is necessary for implementing the prize draw, e.g. for the prize to be delivered by a forwarding agent or parcel service or through the mail. The participant shall be at liberty, at any time, to revoke his or her consent to his or her personal details being stored, by message to [michaelbranco@michaelbranco.com](mailto:michaelbranco@michaelbranco.com) and thus withdraw from participation in the prize draw. 2. MbrancoDesigns.com undertakes to comply with the statutory data privacy regulations.   **Article. 9. Liability**   1. In principle, and liability of MbrancoDesigns.com is expressly excluded and only applies under the following conditions: 2. MbrancoDesigns.com shall be liable for claims for damages and replacement of futile expenses (“Claims for Damages”) due to an infringement of contractual or non-contractual obligations only in cases   2.1 Of willful intent or gross negligence;  2.2 Of negligent or intentional harm to life, bod, or health;  2.3 Or willful intent or intentional infringement of important contractual obligations; important contractual obligations are those which make it possible to execute this agreement in the first place, and adherence to which the participant ma usually trust;  2.4 Where MbrancoDesigns.com assumed an express guarantee of condition and quality;  2.5 Based on mandatory liability pursuant to the product liability Act as well as in the scope of application of 44a TKG (Telecommunications Act); or  2.6 Based on other mandatory liability.  3. Claims for damages for the violation of important contractual  obligations are limited to damage typical and foreseeable for  contracts, unless there is willful intent or gross negligence, or a  liability exists from culpable violation of life, body or health, or  form the express guarantee of condition and quality, or from  product liability.  4. The aforementioned liability limitations also apply to the  personal liability of MbrancoDesigns employees, shareholders,  representatives, bodies and their members, community  manager, moderators’ supporters, and various agents.  5. The above limitation of liability shall in particular apply to  losses due to error, delays or interruptions in the transmission of data, etc., in the case of disruptions to technical equipment or the service incorrect content loss or deletion of data, and viruses.  **Article. 10 Miscellaneous provisions**   1. Any resource to courts of law is excluded. 2. Exclusively the laws of the Federal Republic of Germany shall apply to the exclusion of the conflicts of law rules. 3. Should any individual provisions b or become invalid, the validity of the remaining conditions of participation shall not be affected thereby. 4. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.   **Article. 11 Contact**  If you have any questions about the prize draw, feel free to send them to: [MichaelBranco@MichaelBranco.com](mailto:MichaelBranco@MichaelBranco.com) Please do not contact Facebook directly (also refer to Article. 10 (4)).  **Status: August 2019** |
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