



JEWELERS OF AMERICA

## COMMITMENT TO DATA PROTECTION & RULES FOR PARTICIPATING RETAILERS FOR JEWELERS OF AMERICA'S ULTIMATE PROPOSAL CONTEST

**CONTEST DESCRIPTION:** This contest is called Jewelry Information Center's Ultimate Proposal Contest ("Contest"). Please see "Ultimate Proposal Contest Official Rules for Contest Entrants" for complete Contest details.

**RESPONSIBILITIES OF JA:** As creator and sponsor of the Contest, JA is solely responsible for all aspects of the operation and administration of the Contest as detailed in "Ultimate Proposal Contest Official Rules for Contest Entrants."

**RESPONSIBILITIES OF PARTICIPATING RETAILER:** Participating Retailer will provide all marketing collateral to all its stores located in the United States of America to promote the Contest. Participating Retailer will promote the Contest to customers using at least one of the provided marketing elements and motivate their staff to promote the Contest to their customers.

**INTELLECTUAL PROPERTY:** Participating Retailer hereby grants JA the right to use its name and trademarks in connection with the Contest. Participating Retailer will have the opportunity to review and approve any advertising containing Participating Retailer's name and trademarks, including without limitation, advertising on the radio and internet. Participating Retailer represents and warrants that it has the right to enter into this Agreement and to grant the rights to JA set forth herein and that the exercise of such rights by JA shall not violate any rights of any kind, including intellectual property rights of any third party.

**INDEMNIFICATION:** JA agrees to indemnify and hold harmless Participating Retailer, and their respective parent companies and subsidiaries, officers, directors, employees, assignees, licensees, and agents (together referred to as the "Participating Retailer Indemnitees") jointly and severally from and against any and all claims, suits, actions, damages, losses and expenses, including reasonable outside attorneys' fees and related costs and expenses, directly or indirectly related to or arising out of or resulting from: (i) JA's obligations or actions with respect to the Contest, including without limitation any and all advertising or promotional materials prepared by JA and/or (ii) the breach of any of the foregoing representations made by JA herein, including without limitation the operation and administration of the Contest and Contest prizes as detailed in JA's "Ultimate Proposal Contest Official Rules for Contest Entrants" and JA's "Sales Associate Ultimate Proposal Contest Official Rules." Except with respect to use of Participating Retailer's trademarks, Participating Retailer's review and/or approval of any such advertising or promotional material prepared by or on behalf of JA shall not affect JA's indemnification obligation described above.

Participating Retailer agrees to indemnify and hold harmless JA, and its respective parent companies and subsidiaries, officers, directors, employees, assignees, licensees and agents (together referred to as the "JA Indemnitees") jointly and severally from and against any and all third party claims, suits, actions, damages, losses and expenses, including reasonable outside attorneys' fees and related costs and expenses, directly or



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indirectly related to or arising out of the authorized use by JA and its licensees of Participating Retailer's trademarks and/or any material provided by Participating Retailer for use in connection with the Contest.

The Indemnified Party shall notify the Indemnifying Party promptly of any such claim or litigation received by the Indemnitee as to which the foregoing indemnity applies, and the Indemnitor shall defend such claim or litigation at its own expense with counsel of its choice. The Indemnitee shall have the right to participate in the defense of such claims or litigation at its own expense and with counsel of its choice and, in such event, Indemnitee will cause its counsel to cooperate fully with Indemnitor and its counsel, but Indemnitor shall nevertheless continue to control such defense and be liable for the amount of any judgment, settlement or disposition of such claim or litigation.

**CONTEST ENTRANT INFORMATION:** As detailed in "Ultimate Proposal Contest Official Rules for Contest Entrants," personally identifiable information resulting from Entrant's participation in the Contest, i.e., first and last name, zip code, telephone number, month and year of birth and email address, will be collected by JA and used by JA, Contest's Administrator, their respective affiliates, participating retailers, contest sponsors, marketing agents and marketers for purposes of the proper administration and fulfillment of the Contest. JA will not disclose Entrant's personally identifiable information to any third party not affiliated with the Contest, and JA and Contest's Administrator, affiliates, participating retailers, marketing agents and marketers will not engage in any use of Entrant's personal information for purposes other than the proper administration and fulfillment of the Contest unless the Entrant consents to such use. Any use of Entrant's personally identifiable information by JA shall comply in all respects with applicable privacy regulations.

**GOVERNING LAW AND VENUE:** Any controversy, claim, action, or proceeding arising out of or relating to this Contest and all matters or issues collateral thereto shall be governed by the laws of the State of New York without giving effect to the principles of conflicts of law thereof. The Participating Retailer agrees and consents that jurisdiction and venue of all matters relating to this Contest shall be vested exclusively in the federal, state and local courts located within the County of New York and State of New York.

## QUESTIONS?

Please contact Amanda Gizzi at [agizzi@jewelers.org](mailto:agizzi@jewelers.org) or call 646-658-5811.