

Terms and Conditions

NO PURCHASE AND NO ENTRY FEE ARE NECESSARY TO PARTICIPATE. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. CONTEST AND GIVEAWAYS ARE VOID WHERE PROHIBITED TAXED OR RESTRICTED BY LAW.

Organizer of the Contest (“Contest”) is AnyDesk Americas Inc., 2729 State Rd 580, Clearwater, Florida 33761, USA (“AnyDesk”).

The Contest is not affiliated with Instagram or any related company of Instagram. It is in no way sponsored, endorsed, or organized by Instagram. Instagram is in no way responsible for the planning, organization and execution of the Contest and the distribution of the prizes. Entrants may not assert any claims against Instagram in connection with their participation in the Contest.

1. Eligibility

1.1 The Contest is hosted by AnyDesk Americas, Inc. and will take place from 10am EDT June 16 to 10am EDT July 16, 2021. The winner will be chosen on or around July 20, 2021.

1.2 To win any prize, you (“Entrant”) must be 18 years of age or older, meet all of the eligibility requirements. By participating in the Contest, you confirm that you agree with these Terms and Conditions and the Privacy Statement that applies to any contest or giveaway.

1.3 Employees of AnyDesk or their family members or anyone else connected in any way with the Contest or helping to set up the Contest shall not be permitted to enter the Contest.

1.4 Residents of all countries are eligible to win prizes, provided any winner is otherwise eligible pursuant to these Terms and Conditions.

2. Entries

2.1 Enter your name and e-mail address at <https://pages.hs.anydesk.com/chelsea-kauai-and-anydesk>.

2.2 Only one entry per person will be counted for the Contest. AnyDesk reserves the right to change, modify, or end the Contest if it appears someone is attempting to send multiple and/or

automated entries or otherwise interfere with the Contest. The submission of more than one entry automatically disqualifies the person submitting multiple entries from the Contest.

3. Prizes and Notification

3.1 The prize is a check for 2,500.00 USD, which will be mailed to the winner.

3.2 One winner will be chosen at random by Chelsea Yamase from all entries received and verified by AnyDesk.

3.3 We will contact the winner within 5 (five) business days of the conclusion of the Contest via the submission post. The winner will need to provide their contact information (name, e-mail address and mailing address) to AnyDesk to set up their prize collection.

If the winner cannot be contacted or does not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.

3.4 Should there be a dispute over the identity of an Entrant, it shall be resolved in favor of the holder of the e-mail account used to enter the Contest. If any winner provides incorrect information that precludes delivery of the prizes, such winner forfeits any prize that he or she may have been eligible to win.

3.5 The prizes are not transferable. Prizes are subject to availability. There is no claim for financial or other compensation of an Entrant against AnyDesk.

3.6 Any decisions of AnyDesk regarding winner shall be final and binding. Entries become property of AnyDesk and will not be returned.

4 Conditions

4.1 BY PARTICIPATING, ENTRANTS AND WINNER AGREE TO RELEASE AND HOLD HARMLESS ANYDESK, INSTAGRAM AND THEIR ADVERTISING AND PROMOTION AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS, FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN

ANY PROMOTION-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION.

4.2 Any and all federal, state and local taxes are the sole responsibility of the winner. Participation in the Contest and acceptance of prize constitutes each winner's permission for AnyDesk to use his/her name, likeness, photograph, picture, portrait, and/or any statements made by each winner regarding the Contest or AnyDesk for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entries become property of AnyDesk and will not be returned. The submission of any entry into the Contest shall constitute the express agreement of the person submitting such entry to the Terms and Conditions of the Contest and any determinations made by AnyDesk or other company connected to the Contest. Entrants who do not comply with these Terms and Conditions or attempt to interfere with this Contest in any way shall be disqualified. AnyDesk is not responsible if Contest cannot take place or if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. In addition, any eligible Contestant who may be eligible to win a prize must comply with the affidavit as described below, non-compliance with the Terms and Conditions of such paragraph will constitute a forfeiture of any prize without compensation and without recourse.

4.3 CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE ANYDESK RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

4.4 AnyDesk may change or amend these Terms and Conditions of participation, insofar as this is necessary in the interest of simple and secure processing and, in particular, to prevent misuse or for other reasons. AnyDesk reserves the right to cancel the Contest and these Terms and Conditions without notice in the event of a catastrophe, (war, civil or military disturbance), act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of our control. Any changes to the Contest will be notified to you as soon as possible.

4.5 AnyDesk shall have no liability in connection with the awarding or use of any prizes or giveaways other than upon receipt within the specified time frame of the winner's affidavits of eligibility and release, to send the prizes to the winner at the address listed in the winner's registration.

4.6 AnyDesk may you prohibited from tagging or posting defamatory, libelous, obscene, pornographic, blasphemous, threatening, or unlawful material (both with respect to the photos and related comments/tags) or material that could constitute or encourage conduct that could be considered a criminal offense or give rise to a civil liability claim, or that otherwise violates any law or Instagram's Terms of Service.

5. Use of Data

AnyDesk will be collecting personal data about you online, in accordance with its privacy policy. Please review the AnyDesk's privacy policy at <https://anydesk.com/en/privacy>. By participating in the Contest, Entrants hereby agree to AnyDesk's collection and usage of their personal information and acknowledge that they have read and accepted AnyDesk's privacy policy. California Civil Code Section 1798.83 permits our customers who are California residents to request and obtain from us once a year, free of charge, information about the personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year. If you are a California resident and like to make such a request, please contact us at [contact form](#). California Consumer Privacy Act of 2018. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), we are providing details regarding the categories of Personal Information that we collect, use and disclose about California residents. Under the CCPA, "Personal Information" is information that identifies, relates to, or could reasonably be linked with a particular California resident or household. By participating in the Promotion, you hereby agree to AnyDesk's collection and usage of your personal information and acknowledge that they have read and accepted AnyDesk's [privacy policy](#).

6. Miscellaneous

6.1 In the event of a violation of these Terms and Conditions, AnyDesk reserves the right to exclude Entrants from the contest.

6.2 The Contest and these Terms and Conditions shall be governed by United States Law and any disputes will be subject to the exclusive jurisdiction of the courts of the State of Florida. Void where prohibited, taxed, or restricted by law.