

I, (print name) \_\_\_\_\_, truthfully declare as follows:

1. I am \_\_\_\_\_ years of age.
2. I am a legal resident of the State of Ohio.
3. I reside at: \_\_\_\_\_  
(Street Address)  
  
\_\_\_\_\_, Ohio  
(City)  
  
\_\_\_\_\_  
(Zip)
4. My telephone number (including area code)  
is: \_\_\_\_\_.
5. My email address is:  
\_\_\_\_\_  
\_\_\_\_\_.
6. I am submitting this declaration ("Declaration") to Marc Glassman, Inc. with the understanding that it will be relied upon to determine whether I am entitled to receive the prize for which my entry has been selected in the Marc's Give Thanks Sweepstakes (the "Sweepstakes"), which is sponsored by Marc Glassman, Inc.
7. I have perpetrated no fraud or deception in entering or in claiming my prize.
8. I am not a principal or employee of Marc's or Marc Glassman, Inc., nor am I an immediate family member (spouses, parents and their spouses, children and their spouses, and siblings and their spouses) of such a principal or employee.
9. **RELEASE:** On behalf of myself, my agents, independent contractors, heirs, executors, administrators, successors, relatives and assigns, I waive, release, and forever discharge any and all rights, claims, demands, damages, costs, expenses, losses, actions or causes of action whatsoever, whether past, present, or future, and at law or equity, known or unknown, which can or may be asserted, as a result of, arising from, related to or in any way connected with the Sweepstakes, or by reason of any act, omission, circumstance, or thing whatsoever occurring or arising, in whole or in part, from the Sweepstakes, my winning of the Sweepstakes, the acceptance of or use or misuse of the prize ("Sweepstakes prize") I received in connection with the Sweepstakes, and the effects or consequences thereof, **INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, DEATH, DISABILITY, ILLNESS, ACCIDENT, PROPERTY DAMAGE, LOSS, OR DAMAGES OF ANY KIND** that may be sustained by me or any other individual (collectively, "Claims"), whether such Claims are against Marc's, Marc Glassman, Inc., Facebook, Instagram, or any other party, including the respective affiliates, parents, subsidiaries, employees, agents,

representatives, independent contractors, officers, directors, stockholders, attorneys, predecessors, successors, licensees, heirs, executors, administrators, successors, relatives and assigns of Marc Glassman, Inc. I agree to indemnify and hold Marc's, Marc Glassman, Inc., Facebook, Instagram, and any other party harmless against any and all Claims. If any provision of this Release is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be in any way impaired.

10. I understand that Marc Glassman, Inc. will not obtain insurance on my behalf, and I am fully responsible for obtaining my own insurance, if I desire it.
11. **GRANT OF PUBLICITY RIGHTS AND INTERESTS:** I fully and unconditionally assign, grant, and consent to Marc Glassman, Inc. the following: (a) the absolute right to and ownership of any and all photographs, pictures, drawings, renderings, and videos of me, whether still or motion, my name, appearance, likeness and form, and sound tracks and recordings of my voice, as well as any and all printed matter, negatives or derivatives, and subsidiary rights related to the Sweepstakes, any Sweepstakes prize, and the use of any Sweepstakes prize (collectively, the "Materials"); and (b) the absolute right to copyright, in Marc Glassman, Inc.'s name or otherwise, and to use, reuse, publish, republish, produce, reproduce, modify, and supplement the Materials, in whole or in part, for any purpose whatsoever, including, without limitation, advertising and promotions, anywhere in the world, without any additional compensation, consideration, or notice to me.
12. I acknowledge and agree to pay any additional expenses or costs that might arise from the redemption, acceptance, use, or efforts to redeem, accept, or use any Sweepstakes prize, including, without limitation, any state, local, or federal taxes that may result from the acceptance of any Sweepstakes prize. I acknowledge that if my Sweepstakes prize has a value greater than \$600.00, Marc Glassman, Inc. will issue me a 1099 form.
13. I agree to forfeit and return to Marc Glassman, Inc. any prize that may be awarded to me if any statement made by me in this Declaration is false.
14. I REPRESENT THAT I HAVE READ THE SWEEPSTAKES' OFFICIAL RULES (LOCATED AT WWW.MARCS.COM) AND THIS DOCUMENT CAREFULLY, HAVE OBTAINED THE ADVICE OF LEGAL COUNSEL OR HAVE VOLUNTARILY ELECTED NOT TO DO SO, AND HAVE FULLY INFORMED MYSELF OF THE CONTENT AND MEANING OF THE OFFICIAL RULES AND THIS DOCUMENT. This document supplements and does not limit the Official Rules.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_