**CONTEST TERMS OF USE**

Apple is not a sponsor of, or responsible for conducting, this promotion.

All entries must be original works created by using the Hipstamatic™ application and must be submitted using the Hipstamatic™ application.

Each entrant must be 21 years of age or older, and each entry must include the entrant's birthdate in DD/MM/YY format as the picture title.

The Best In Show (Grand Prize) award is only open to residents of the UK 21 years of age and older. The Runner-Up Prizes are open to entrants of legal drinking age in their place of residence and older worldwide.

The Best in Show Prize will be judged by representatives from Jack Daniel’s, Clashmusic.com, and The Orange Dot Gallery. The Runner Up Prizes will be awarded to the top five highest voted entries by the Hipstamatic community. Each valid entry may accumulate votes for five days after submission to the contest.

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Eligibility: The Contest is FREE to enter and open to all individuals, who are legal owners of the Hipstamatic iPhone Application ("you" or "Contestant") and who have agreed to the Hipstamatic Terms of Service. Please see http:// community.hipstamatic.com/general\_terms for a copy of the current terms of service applicable to Hipstamatic applications. It is your responsibility to ensure that you are legally eligible to enter a Contest under any laws applicable to you in your jurisdiction of residence or otherwise. The employees, officers and directors of Hipstamatic, Brown-Forman Corporation, and Clash Magazine, as well as the immediate family (spouse, parents, siblings and children) and household members of any such employee, officer and director are not eligible to participate in the Contest. The Contest is void in any jurisdiction that prohibits such activities and where prohibited by applicable federal, state, provincial or local laws, rules or regulations.

Agreement to Official Rules: By participating in the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Synthetic LLC (the "Organizer", "we" or "us"), which are final and binding in all matters related to the Contest. Whether or not you receive a Prize is contingent upon fulfilling all requirements set forth in these Rules. The Contest is subject to all applicable federal, state, and local laws. CONTESTS are void where prohibited by law.

Contest Period: The Contest opens at 12 noon on 19 August 2011 and ends at midnight on 9 September 2011, as specified in the Contest Summary (the "Contest Period"). All times specified are Pacific Standard Time (PST) (GMT-7). The Administrator's computer is the official time-keeping device for the Contest. The Contest Summary may be found at <http://community.hipstamatic.com/contests>.

How to Enter: To enter the Contest, complete the registration form for a Hipstamatic Big Show™ account (the "Registration Form") within the application with your Twitter® name, your email address, and any required questions as specified by the Organizer, and then follow the directions specified for the Contest in the Contest Summary during the Contest Period. You must have a Twitter® account in order to participate in a Contest. You must then provide an entry ("Entry") that fulfills the contest requirements ("Contest Requirements"), as specified in the Contest Summary, to be eligible to win a prize. Entries that do not include all the required information and adhere to the Rules will be considered void. Neither the Organizer nor any one affiliated with the Organizer shall be responsible for lost, misdirected or incomplete Entries. The Organizer will determine if an Entry meets the Contest Requirements and otherwise complies with the Rules.

Prizes: There is one Grand Prize prize available of four tickets to ‘Mr. Jack’s Birthday’ in Lynchburg, Tennessee on 15th October plus travel to Nashville,USA from London Heathrow or Manchester Airport and return, departing Friday 14th October and returning Sunday 16th October, landing in the UK the morning of Monday 17th October. Hotel accommodation in Nashville, Tennessee for the nights of Friday 14th October and Saturday 15th October, bus transfer to and from the Jack Daniel’s distillery in Lynchburg on the 15th October and a per diem for lunch on the 15th October.. The competition is only open to residents of the United Kingdom 21 years of age or over. All winners will be personally responsible for completing their own ESTA Form in good time prior to departure date and ensuring that they are in possession of an electronically readable passport as required by US immigration for entry to the USA. The promoter accepts no responsibility for denial of boarding due to incomplete paperwork.

There are Five Runner-Up Prizes available of 1 x Jack Daniel’s Branded portable Wowee Speaker.

Terms of Submission: You may enter the Contest as many times as is specified in the Contest Summary. By participating in the Contest you permit public voting in connection with your Entry.

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Unacceptable Content: COPYRIGHTED MATERIAL: Transmission, storage or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material; trademarks; rights of publicity; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. You represent and warrant that you own or otherwise control all of the rights to the media that you post; that you have agreed to comply, and have in fact complied, with the Hipstamatic Terms of Service applicable to Hipstamatic users in general; that you have received all proper permissions and/or releases relative to all media that you post; that use of the media you store in any public album does not violate these Terms of Service and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from media you supply. We have the right but not the obligation to monitor all activity and edit or remove any media that in our opinion may violate these conditions. You understand and agree that we take no responsibility and assume no liability for any media posted by you or by any third party. If you post photos, videos or other media, you agree that you own the rights to the media or have permission to post them, and that you are not violating the rights of any other person, including without limitation any photographer or producer. PORNOGRAPHY: There is no storage and/or display of pornography or sex-related images of any kind. It is at our sole discretion what constitutes pornography. Accounts displaying or storing pornography will be deleted. COMMERCIAL USE: The storage and/or display of photos and videos for commercial use. This includes, but is not limited to photos and videos for auction or sales purposes. (For example: eBay, Craigslist etc.) EXPLOITATION OF CHILDREN: Material that exploits children; PHYSICAL HARM: Promotion of physical harm or injury against any group or individual; ILLEGAL ACTIVITIES: Promotion or display of instructional information supporting illegal activities; this includes, but is not limited to, instructions for the building or use of weapons, propagation of "spam" email and/or computer viruses, or any material that infringes the intellectual property rights of third parties. ALCOHOL:  Jack Daniel’s supports responsible drinking, please make sure your entries do not feature anyone who is (or who appears to be) under the age of 25; drunk; drinking from the bottle or generally handling alcohol in an irresponsible way; driving, operating any type of machinery, or engaging in other type of activity that requires concentration to avoid injury. In addition, photos should not contain offensive gestures; or could be seen as offensive on the basis of gender, race, sexual orientation, religion, or culture.

Prizes: The Organizer will provide the Prize(s) to be awarded for a particular Contest. No substitution of a Prize will be made unless the Organizer, in its sole discretion, determines otherwise. A Prize must be accepted as awarded, and the odds of winning are dependent upon the total number of eligible Entries received for the Contest Period. If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more potential winners of Prizes than contemplated in these rules, there will be a random draw amongst all eligible Prize claimants after the Contest Closing Date (as set out in the Contest Summary) to award the correct number of Prizes.

Winner(s): The winner(s) ("Winner(s)") of the Prize(s) will be selected, as specified in the Contest Summary, from all eligible Entries received. If you are selected as a Winner, you will be notified of the selection of your Entry by twitter or email address provided by you on the Registration Form. If you do not respond to the tweet or email notification of your selection as a Winner within seven days, an alternate Winner will be selected to receive the Prize. All decisions of the Organizer in selecting the Winner (s) are final and binding on all Entrants in all matters relating to the Contest.

Voting: Online voting via Twitter® and Facebook® begins and ends as stated in the Contest Summary (the "Voting Period"). Anyone with a Twitter or Facebook account can vote for their favorite Entry or the Entry that best meets the judging criteria during the Voting Period. The Organizer has the right, in its sole discretion, to maintain the integrity of the Contest, including the right to void votes, including, but not limited to, for the following reasons: multiple votes from the same user from different IP addresses or from different email addresses; fraudulent entry votes (using a redirect link, a disguised link, a fraudulent link, etc.); technical malfunction of servers or internet connection; user(s) recanting their own votes; technical or content upgrades that render votes incompatible or inconsistent; and inappropriate conduct in promoting votes (spam, harassment, etc.).

General Conditions: The Organizer has the right to verify your eligibility and compliance with these Rules, and to disqualify you on the basis of its investigation. You should direct any request to access, update, or correct your personal information to the Organizer. You may not enter with multiple e-mail and/or street addresses, nor may you use any other device or artifice to submit more than one Entry or vote. If you use fraudulent Entry methods, or otherwise attempt to participate with multiple e-mail and/or street addresses under multiple identities, or use any device or artifice to enter more than one Entry, you will be disqualified. In the event of a dispute as to any Entry, the authorized account holder of the e-mail address used to enter will be deemed to be the person who made the Entry. For the purposes of these Rules, the authorized "account holder" is the natural person assigned a twitter account by an internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Nothing contained in these Rules shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as partners, joint venturers, principal and agent, employer and employee, co-owners or entrants in a joint undertaking; or (iii) allow you to create or assume any obligation on behalf of the Organizer. By entering the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Organizer and the members of the voting community, which are final and binding on all matters relating to this Contest. The Organizer reserves the right to cancel, modify or suspend the Contest at any time (subject to approval of any regulatory body having jurisdiction), if it is determined that the Contest cannot be run as originally planned or if fraud or any other occurrence comprises the fairness or integrity of the Contest.

Liability Provisions: Neither the Organizer nor any of its affiliates is responsible for human error, theft, destruction, or damage to Entries or other factors beyond its reasonable control.

You assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries. The Organizer makes no warranty, representation or guarantee, express or implied, in connection with its ability to in any way enable, develop or market the idea set forth in your Entry. The Organizer shall not be liable to a Winner or any other person for failure to supply the Prize or any part thereof, by reason of the Prize becoming for reasons beyond the reasonable control of the Organizer unavailable or impracticable to award, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond the Organizer's control.

The Organizer and its employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies (the "Released Parties") shall not assume any responsibility whatsoever for any of the following: delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, internet, or other connections; the availability, accessibility, technical failure or miscommunications of computer, satellite, telephone or cable transmissions; the incorrect or inaccurate capture or failure to capture information whether caused by Site or Contest Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest; theft, loss, destruction or damage to an Entry in whole or in part; and other factors beyond their reasonable control. The Released Parties are not responsible for injury or damage to your or to any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site or any Contest Site.

CAUTION: ANY ATTEMPT BY YOU TO DAMAGE THE SITE OR ANY CONTEST SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, THE ORGANIZER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW AND TO DISQUALIFY YOU FROM THE CONTEST.

LIMITATIONS OF LIABILITY AND RELEASE: BY SUBMITTING AN ENTRY, YOU AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY YOU AND YOUR HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING, WITHOUT LIMITATION, DISABILITY OR DEATH, AND DAMAGE TO PROPERTY, DUE IN WHOLE OR IN PART, ARISING DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE FROM THE DELIVERY, ACCEPTANCE, USE OR MISUSE OF THE PRIZE, ANY AND ALL USE AS PROVIDED HEREIN OF YOUR ENTRY, OR PARTICIPATION IN THIS CONTEST AND/OR ANY RELATED CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE AND ANY CONTEST SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

Choice of Law: These Rules shall be governed by and construed in accordance with the laws of the State of California and the laws of The United States of America, as applicable herein, without reference to its conflicts of laws principles. Any and all disputes, claims, and causes of action with the Organizer arising out of or connected with this Contest, other than the determination or validity of claims, shall be resolved individually, and exclusively by arbitration under the American Rules of Arbitration, in accordance with its rules, as amended from time to time in San Francisco County, California. Any and all claims, judgments, and awards shall be limited to actual out-of- pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees. You hereby waive all rights to: (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses; and (ii) to have damages multiplied or otherwise increased. This provision is subject to the more specific provisions set forth in the Terms of Service applicable to Hipstamatic users generally, a copy of which can be located at <http://community.hipstamatic.com/general_terms>.