

# **Majic Tractor Painting Contest Official Rules**

## **1. Eligibility**

Majic Tractor Painting Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Void where prohibited or restricted by law. Employees of Majic Paints and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible. The Contest is subject to federal, state, and local laws and regulations.

## **2. Sponsor**

The Contest is sponsored by Majic Paints, located at 1920 Leonard Avenue, Columbus, Ohio 43219.

## **3. Agreement to Official Rules**

Participation in the Contest constitutes entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

## **4. Contest Period**

The Contest begins on July 01, 2014 at 8:00 a.m. Eastern Time and ends on November 30, 2014 at 11:59 p.m. Eastern Time (the Contest Period). Entries that are submitted via e-mail (or postmarked) before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods: Mail-In and Online.

## **5. How to Enter**

Online: Submit a before and after photo which comply with the **Photo Conditions and Restrictions** below of a tractor painted by the participant using Majic Equipment Enamel, your name, address, phone number, and a copy of the receipt for the Majic Paint used on the tractor to [info@majicpaints.com](mailto:info@majicpaints.com).

Mail-In: Mail a before and after photo which comply with the **Photo Conditions and Restrictions** below of a tractor painted by the participant using Majic Equipment Enamel, your name, address, phone number, and a copy of the receipt for the Majic Paint used on the tractor to Majic Paint Tractor Contest, 1920 Leonard Avenue, Columbus, OH 43219.

There is a limit of one (1) entry per person, per email address, and per household for the duration of the Contest Period, regardless of method of entry. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

## **6. Photo Conditions and Restrictions**

In addition to any other requirements set forth in these Official Rules, in order to be deemed eligible for participation and to be deemed a Contest entry, the photos and/or the entrant submitting them must meet the following conditions and restrictions:

- Photos must be taken by entrant.
- Entrants must have the consent, release and/or permission of each and every identifiable individual person ("Subject") in the photo to use the Subject's name, likeness and image to enable Sponsor to

include the photo in this Contest and to use the photo for promotional purposes related to the Contest in any media, worldwide, without compensation or objection.

- Photos must be at least 4"x6" if sent by mail or between 5 and 7 megabytes if sent by email.
- Photos must not defame or invade the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights;
- Photos must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit or otherwise objectionable or inappropriate content.
- Photos must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the photograph was created.
- Photos must not contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another's computer.

## **7. Contest Judging Criteria**

On or about December 30, 2014, qualified judges chosen by the Sponsor will select one first place and one second place winner based on the following criteria with equal weight assigned to each criterion: (1) The greatest transformation from before to after; (2) The highest maintaining of the integrity of the tractor model; and (3) Final appearance. In the case of a tie, the potential winners will be determined from such tied entries on the basis of the entry's rank in the first criterion, continuing in descending order thereafter to the second and third criterion, as needed to break the tie.

## **8. Winner Notification**

The Sponsor will attempt to notify the winners via telephone or email on or about January 05, 2015. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate winner in his/her place. Each potential First and Second prize winners will be required to complete, sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period, or the prize is returned as undeliverable, potential winner forfeits the prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner. Prizes will be fulfilled approximately 2-3 weeks after the conclusion of the contest.

## **8. Prizes**

\$2,000.00 for First Place

\$1,000.00 for Second Place

## **9. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest. In the event of termination, winners will be determined by a panel of judges selected

by Sponsor from among the eligible, non-suspect entries received up to the time of termination according to the Contest Judging Criteria stated above. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

#### **10. Release and Limitations of Liability**

**By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) lost, late, incomplete, garbled, illegible, undelivered, stolen, damaged, delayed, postage-due or misdirected Mail-In entries, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, or in any Contest related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants' participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorneys' fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.**

#### **11. Disputes**

**Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Ohio, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Ohio.**

#### **12. Sponsor's Use of Photos**

Submitting an entry, submitting photos and participating in the Contest constitutes entrant's (a) consent to grant Majic Paints, its affiliates and its respective successors, assigns, and licensees, a royalty-free, irrevocable, perpetual, non-exclusive, worldwide, unrestricted and transferable license to use edit, alter, copy, reproduce, modify, disclose, publish, remove, create derivative works from, distribute, exhibit, display or otherwise exploit the photos in whole or in part, and to incorporate it into other works, in any form, in any and all media or

technology now known or later developed, for any purpose whatsoever including, without limitation, use on the Contest Website in connection with the Contest or other promotions and for any advertising or promotional purposes, without additional compensation or notification to entrant; and (b) release of Company and any entity acting on behalf of Company from any and all claims relating to the use of my photos.

### **13 Publicity**

Except where prohibited, participation in the Contest constitutes entrant's, or entrant's parent/guardian if the entrant winner is under the age of majority in his/her jurisdiction, consent to Sponsor's and its agents' use of entrant's name, likeness, photograph, persona, voice, opinions, biographical information, hometown and state/province for promotional purposes related to the Contest in any media, worldwide, without further payment or consideration.

### **14. Winner List & Official Rules**

To request the name of the winner send a self-addressed, stamped envelope to Majic Paints, 1920 Leonard Avenue, Columbus, Ohio, 43219. Winner List requests will only be accepted after the promotion end date (listed above). For the Winner List, you can also send an email to [info@majicpaints.com](mailto:info@majicpaints.com). A copy of Official Rules for the Contest are available at [TractorSupply.com/Majic](http://TractorSupply.com/Majic).