

## **Majic Tractor Painting Contest 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. 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 Sweepstakes 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 June 01, 2016 at 8:00 a.m. Eastern time and ends on November 30, 2016 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 a tractor painted by the participant using Majic Equipment Enamel 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 a tractor painted by the participant using Majic Equipment Enamel 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 Sweepstakes 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. Contest Criteria**

Entries must include a before and after photo a tractor painted by the participant using Majic Equipment Enamel and a copy of the receipt for the Majic Paint used on the tractor. On or about December 30, 2016, the Sponsor will select one first place and one second place winner based on the following criteria points: (1) The greatest transformation from before to after; (2) The highest maintaining of the integrity of the tractor model; (3) Final appearance. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the winners via telephone or email on or about January 05, 2017. 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.

### **7. Winner Notification**

The potential winners will be notified by email, mail or phone. Each potential First and Second prize winners will be required to complete, electronically 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 (if applicable), or 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 Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, nonsuspect entries received up to the time of the impairment. 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 Sweepstakes, 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, entries, application downloads, (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, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application the processing of entries application downloads 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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. Photos

Excluding residents of the State of Tennessee and where otherwise prohibited by law, by submitting an entry, submitting a photograph(s) and participating in the Contest, entrant, for him/herself irrevocably transfers, grants and assigns to Majic Paints, its affiliates and its respective successors, assigns, and licensees, the right worldwide and in perpetuity, to use the name, likeness, image and photographs, including any reproductions of same, in any and all media 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, and releases Company and any entity acting on behalf of Company from any liability with respect thereto.

#### 12. Privacy

Information collected from entrants is subject to sponsors privacy policy.

#### 13. Winner List

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).