

Equipment World's Jobsite Pics Contest

OFFICIAL RULES AND REGULATIONS

NO PURCHASE OR ENTRY FEE NECESSARY TO ENTER, PARTICIPATE OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR ANY OTHER SOCIAL MEDIA SITE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. DESCRIPTION:** The Equipment World's Jobsite Pics (the "Contest") is a skill-based photo submission and essay contest. The Contest begins on Wednesday, May 1, 2013. Entries, will be accepted Wednesday, May 1, 2013 through June 12, 2013 (the "Contest Entry Period"). Fan voting to determine the Fan Favorite photograph will open on July 1, 2013 and will close on July 31, 2013. The winner(s) of the Contest will be selected by a panel of judges, as described in Section 5 below.
- 2. SPONSOR:** Randall-Reilly Publishing Company, LLC, 3200 Rice Mine Road NE, Tuscaloosa, AL 35401. Sponsor reserves the right to modify, suspend, extend or cancel the Contest (with or without notice) at any time in Sponsor's sole discretion and may, but is not required to, substitute another contest in its place. Sponsor further reserves the right to amend or change these official rules and conditions of entry (the "Official Rules") at any time, in Sponsor's sole discretion.
- 3. ELIGIBILITY:** This Contest is open only to legal residents of the fifty (50) United States and Washington D.C. who are eighteen (18) years of age or older as of the date of entry and who possess a valid driver's license in the state of the contestant's residence. Employees, directors, officers, agents, representatives and their immediate family members (including spouses, siblings, parents and children) and household members (whether related or not) of Sponsor, Equipment World magazine, or any of their respective parent companies, subsidiaries, affiliates, agents and companies involved in the design, implementation and execution of the Contest (the "Contest Entities") are not eligible to participate in this Contest. The Contest is subject to applicable federal, state and local laws and regulations and is void wherever prohibited or restricted by law.
- 4. AGREEMENT TO OFFICIAL RULES:** By entering the Contest, you fully and unconditionally agree to be bound by and accept all terms of these Official Rules and the decisions of Sponsor (including decisions with respect to the selection of winners and the interpretation of these Official Rules), which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all of the requirements set forth herein.

HOW TO ENTER: Each entry consists of an entry form and a single photographic image. To enter, visit www.equipmentworld.com/photo-contest and complete the online entry form or visit www.facebook.com/EquipmentWorld, click the contest application and follow the onscreen instructions. All entry forms must be submitted by June 12, 2013 in order to enter

the Contest. You must provide all of the information requested in the entry form and a photograph in order to participate in the Contest. All entries become the property of Sponsor and will not be acknowledged or returned. By submitting your entry, you agree that that Sponsor, in its sole discretion, may remove your entry and disqualify you from the Contest if it believes, in its sole and absolute discretion, that your entry fails to conform to these Official Rules or it determines the entry to be inappropriate for any other reason. Sponsor further reserves the right to use any information submitted by any entrant in any form of media whatsoever without compensation, including as more specifically described in these Official Rules. Only those entries actually received prior to the end of the Contest Entry Period will be eligible to participate in the Contest. All times are measured by Sponsor's clock. Proof of sending is not proof of receipt; screen shots or confirming e-mails will not be accepted as proof of receipt. **LIMIT ONE (1) ENTRY PER PERSON/PER E-MAIL ADDRESS.** By entering the Contest, entrants agree to receive Equipment World magazine's digital newsletter via e-mail. Entrants who do not wish to receive e-mails from Equipment World magazine may opt out upon receipt of the first e-mail or any e-mail thereafter by following the opt-out instructions provided therein. To enter and participate in the Contest, you must comply with the following process:

- a. **SIGNING UP:** During the Contest Entry Period, complete the online entry form as described above.
- b. **SELECTION AND SELECTION CRITERIA:** After submitting a valid entry, you will be entered in the fan voting, which will open on July 1, 2013 and will end on July 31, 2013. The top one (1) contestant with the highest number of fan votes in the First Round will be the Fan Favorite. In addition to Fan Favorite, five to ten (5-10) contest winners (the "Grand Prize Winners") will be selected by a panel of judges, selected by Sponsor in its sole discretion. The panel of judges will judge the contestant's entries based on the relevance and interest of the contestant's entry to Equipment World magazine readers.

5. **REPRESENTATIONS AND WARRANTIES:** By submitting an entry in the Contest, entrant represents and warrants that (a) entrant's entry is original and created solely by entrant and that the exercise of the rights granted by entrant to Sponsor shall not infringe on the rights of any third party; (b) the entry, or any portion thereof, has not been entered in any other promotion or contest and is not subject to any lien or encumbrance; (c) entrant has the full and exclusive right, power and authority to submit the entry, and to grant Sponsor and Sponsor's designees the right to present any portion of the entry to the public, without further compensation; (d) no rights in any portion of the entry have been previously granted to any other person, firm, corporation or entity; (e) the entry does not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; (f) the entry does not contain any brand names, advertising logos or trademarks; (g) if someone other than the entrant appear in the entrant's photograph, the entrant prior to submitting the photograph, must have obtained permission and release to use such person's image in any and all media throughout the world without compensation and to assign this right of use to Sponsor;

(h) the entry does not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous; and (i) the entry does not and will not violate the Official Rules or any applicable federal, state or local laws or regulations. Entrant hereby agrees to indemnify Sponsor and the Released Entities (as defined in Section 11 below) and any licensee of Sponsor against all claims, damages, liabilities and expenses (including attorneys' fees and legal expenses) arising out of any breach or alleged breach of these representations and warranties.

Sponsor reserves the right to disqualify any entry at any time in the event Sponsor determines, in its sole and absolute discretion, that the entry is offensive, inappropriate, not in keeping with Sponsor's or the Contest Entities' images, or that an entrant has not otherwise complied with these Official Rules.

- 6. LICENSE TO USE ENTRY:** All entries will become the exclusive property of Sponsor, and no entry will be acknowledged or returned. Submitting an entry constitutes entrant's consent to give Sponsor and Sponsor's designees a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the entrant's entry in whole or in part, including the entrant's photograph, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, for any lawful purpose, including without limitation for advertising, promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to Sponsor to use the entry. Without limiting the foregoing, Sponsor and its designees have the right to post any or all of the entries, including entrants' photographs, on Sponsor's or its designees' websites and social media sites; posting any such entry is in no way indicative that the entry will be selected as a finalist or winner of the Contest.
- 7. PRIZES:** The Fan Favorite and five to ten (5-10) contest winners (the "Grand Prize Winners") will receive placement of photo submissions on www.equipmentworld.com and will be considered for placement in the print edition of Equipment World magazine.
- 8. PRIZE CONDITIONS:** No prize may be exchanged for cash, transferred, or assigned by the Potential Prize Winners or the Grand Prize Winner. Sponsor reserves the right to substitute a prize of the same approximate retail value. Failure to comply with these requirements may result in disqualification. The Finalist Prize and the Grand Prize shall be awarded "as is" with no guarantees or warranties, either express or implied. Sponsor makes no representations or warranties in connection with the Contest, the Finalist Prize and the Grand Prize and expressly disclaims all warranties and rights implied by statute or otherwise, including warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by law. Sponsor is not responsible for and shall not be liable if the Finalist Prize or Grand Prize is declined or undeliverable. The failure of Sponsor or the Contest Entities to comply with any provision of these Official Rules due to an act of God, act of terrorism, hurricane, war, fire, riot, earthquake, act of public enemies, actions of

governmental authorities outside of the control of such parties (excepting compliance with applicable codes or regulations) or other force majeure events will not be considered a breach of these Official Rules.

- 9. PUBLICITY AND PRIVACY:** By entering the Contest, each entrant consents to the use of the entrant's name, city, state, likeness, picture, portrait, voice, biographical and personal background information, entry, prize information and image for purposes of advertising, marketing and promoting Sponsor and Sponsor's designees without compensation or further consent or notification, except where prohibited by law. Information collected from entrants through the Contest is provided to Sponsor and is subject to the privacy policy located at <http://www.randallreilly.com/about-us/randall-reilly-privacy-policy>. By entering the Contest, you agree to the use of your personal information as described in such privacy policy.
- 10. RELEASE OF LIABILITY:** By entering this Contest, each entrant forever discharges and releases Sponsor, Contest Entities and Facebook, together with their respective parent companies, subsidiaries, affiliates, and each of their respective directors, officers, members, shareholders, employees, representatives, agents, successors and assigns (collectively, the "Released Entities") from any and all liability, claims, causes of action, suits, and demands of any kind whatsoever arising from or in connection with the Contest, including, without limitation, responsibility for property damage, loss of life, or personal injury resulting from or in connection with participating in the Contest or from or in connection with use or receipt of the Finalist Prize and the Grand Prize, however caused. To the fullest extent permitted by law, the Potential Prize Winners and the Grand Prize Winner shall indemnify and hold harmless the Released Entities from any claims or damages for bodily injury, sickness, disease or death or from any claims for damage to tangible property. This indemnification shall extend to claims resulting from use of the Finalize Prize and the Grand Prize and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of the Finalist Prize and the Grand Prize user or owner.
- 11. ADDITIONAL ENTRY RULES:** Entries must be filled out completely and legibly in order to qualify, and will be void if they are, in whole or in part, incomplete, illegible, damaged, irregular, counterfeit, altered, or obtained through theft or fraud. No mechanically reproduced, software-generated or other automated multiple entries are permitted. Sponsor is not responsible for lost, late, illegible, misdirected or mutilated entries, including due to transmission, technical, and/or network failures of any kind, including, without limitation, malfunctioning of any hardware or software (whether originating with sender or Sponsor), telephonic failures, human error, or any other error or malfunction. For online entries, the authorized account holder of the e-mail address submitted at time of entry will be considered the entrant. An "authorized account holder" shall mean the natural person assigned to such e-mail account by the Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account. A potential winner may be requested to provide proof that he or she is the authorized account holder of the e-mail address associated with a winning.

Entrants agree not to upload post or transmit any materials which contain any computer viruses, Easter eggs, worms, Trojan Horses or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Any attempt to deliberately damage any web site or undermine the operation of the Contest is a violation of criminal and civil laws, and Sponsor reserves the right to seek damages from any person who makes such attempt(s).

Entry materials that have been tampered with or altered are void. Any questions regarding the number of entries submitted by an individual or the authorized account holder of an e-mail address shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the contest.

12. DISPUTES; APPLICABLE LAW: All entrants, the Potential Fan Favorite and the Grand Prize Winner(s) agree that any and all disputes, claims and causes of action arising out of or in connection with this Contest, or any prize awarded or the determination of the Potential Prize Winners and the Grand Prize Winner, which cannot be resolved between the parties, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then in effect. Further, in any such dispute, under no circumstances will entrants, the Potential Prize Winners and the Grand Prize Winner be permitted to obtain awards for, and each entrant, Potential Prize Winners and Grand Prize Winner hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, including attorneys' fees, other than entrant's, Potential Prize Winners' and the Grand Prize Winner's actual out-of-pocket expenses incurred by participation in the Contest, and each entrant, Potential Prize Winner and Grand Prize Winner further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of the entrants, the Potential Prize Winners, the Grand Prize Winner, Sponsor, Contest Entities and the Released Entities in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of North Carolina or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of North Carolina. All entrants and the Prize Winner consent to the jurisdiction and venue of the courts located within Mecklenburg County, North Carolina.

13. WINNER'S LIST: To obtain a copy of a winner's list via mail, please mail your request, together with a self-addressed, stamped envelope, to: Randall-Reilly Publishing Company, LLC, Corporate Headquarters, 3200 Rice Mine Road NE, Tuscaloosa, AL 35406, Attn: Equipment World's Jobsite Pics. Requests received after September 25, 2013 will not be honored.

THIS CONTEST IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK OR ANY OTHER FORM OF SOCIAL MEDIA. BY ENTERING THE CONTEST, YOU AGREE TO RELEASE FACEBOOK AND ANY OTHER FORM OF SOCIAL MEDIA FROM ANY POTENTIAL LIABILITY IN CONNECTION WITH YOUR ENTRY AND PARTICIPATION IN THE CONTEST.