

## Contractor Appreciation Contest Rules

### **NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Contest sponsored by Acuity, A Mutual Insurance Company (“**Sponsor**”). By participating in the Contractor Appreciation Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection and scoring of entries and the overall administration of this Contest.

**1.) Contest Timing:** The contest begins at 6:00AM CT April 19, 2019 and ends July 7, 2019 11:59PM CT (the “**Contest Period**”)

**2.) Eligibility:**

- Contest is open to legal residents of the fifty (50) United States and the District of Columbia, who are age eighteen (18) and older who are involved in a construction trade. This includes but is not limited to General site labor, Skilled Trades, as well as Technical and Management roles (individually “**Entrant**”).
- Employees of the Sponsor and their children are not eligible to enter.
- In order to enter this Contest or receive a prize, you must fully comply with the Entry Requirements and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Contest.
- This Contest is governed by these Official Rules and is subject to all applicable federal, state, and local laws.

**3.) How to Enter:**

- Entries may be submitted electronically at [www.acuity.com/contractor-appreciation](http://www.acuity.com/contractor-appreciation) as a PDF.
- Entries must be received by Sponsor no later than 11:59PM CT on July 7, 2019 to be eligible for Contest.

**4.) Entry Requirements:**

- Entry should describe a mentor or individual and how that individual impacted and shaped your career in the construction industry (“**Nominee**”).
- Must include Entrants name, mailing address as well as the name and contact information for the Nominee
- Entry must be the *original and unpublished work* of the Entrant and will not be returned.
- Entry must be submitted electronically in essay format with no more than 1000 words
- Must not be inappropriate, offensive, libelous, or defamatory, pornographic, sexually explicit, unlawful or plagiarized
- Must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way

- CAUTION: Any attempt by a Contestant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, Acuity, A Mutual Insurance Company reserves the right to seek damages from any such person to the fullest extent permitted by law.
- Failure to adhere to the contest rules or submission guidelines will result in disqualification from the contest.
- No purchase or payment necessary to enter or win.

#### 5.) Judging:

- Beginning on or about July 8, 2019, all Entries will be judged by Sponsor's designated judging panel to determine six prize winners.
- All judging will be based on the following judging criteria ("**Judging Criteria**"): Originality (50%); Inspiration (30%); Clarity/Organization & Format (20%).
- The Entry with the highest total score will be deemed the First Place Winner, the entry with the second highest score will be deemed the Second Place Winner, the entry with the third highest score will be deemed the Third Place Winner.
- In the event of a tie, the entry with the highest score for Originality followed by Inspiration, will be deemed the winner from among the tying entries.
- Winners will be notified on or before July 31, 2019.
- All winners will be subject to verification of eligibility.

#### 6.) Prizes:

- **One (1) First Place Winner** – \$1,000 will be awarded to the Entrant and \$1,000 will be awarded to the Nominee.
- **One (1) Second Place Winner** – \$500 will be awarded to the Entrant and \$500 will be awarded to the Nominee.
- **One (1) Third Place Winner** – \$250 will be awarded to the Entrant and \$250 will be awarded to the Nominee.
- **Prize Acceptance:** Each Entrant that receives a check as a result of winning must submit a completed W-9 prior to winner claiming prize; instructions can be found here.
- **Taxes:** Taxes on prizes, if any, are solely the responsibility of the winner. Sponsor recommends that you consult with your tax advisor if you have further questions.
- **Non-Transferable:** The right to receive any prize is non-assignable and non-transferable and no prize substitution, extension, transfer, exchange or cash equivalent will be allowed.

**7.) Winner Notification:** Winners will be determined based on the Judging Criteria, from valid entries received during the Contest Period. Sponsor's decisions will be final and binding. Each winning Entrant will be notified utilizing the contact information provided upon Entry submission. In the event a winner cannot be reached or located within 5 (five) days of the judging period, the entrant does not respond to the Sponsor's notification, and/or email is returned as undeliverable, he/she will be disqualified, and Sponsor may select an alternate winner. Such alternate winners will be contacted via their provided contact information and

must respond to the Sponsor's prize notification within 5 (five) days from the date and time of the Sponsor's correspondence.

**8.) Winners List:** Full and complete winners list will be posted to [www.acuity.com/contractor-appreciation](http://www.acuity.com/contractor-appreciation). To obtain a winners' list by mail, send a stamped, self-addressed envelope to Construction Mentor Contest, Attn: Acuity Marketing Department, 2800 South Taylor Drive, Sheboygan, WI 53081

**9.) Rights associated with Contest:**

- By participating in this Contest, Contestant agrees that the Entry shall be judged per these Official Rules, and Contestant hereby binds himself/herself to these Official Rules, the Acuity, A Mutual Insurance Company privacy policy, and the decisions of the judges.
- By entering this Contest, Contestant explicitly releases, discharges, and holds harmless Acuity, A Mutual Insurance Company and its employees, officers, directors, and agents (collectively, the "Contest Entities"), and their successors and assigns, one and all, from any and all liability, actions, causes of action, damages, actual, incidental, or consequential claims and demands whatsoever in law or equity, including all "costs," which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Contest.
- The Contest Entities make no warranty, guarantee, or representation of any kind concerning the prizes and disclaim any implied warranty.
- The right to receive any prize is non-assignable and non-transferable and no prize substitution, extension, transfer, exchange, or cash equivalent will be allowed.
- All federal, state, and local laws and regulations apply.
- If any provision of this Contest shall be deemed to violate any federal, state, or municipal law, it shall be amended to conform to such law only to the extent necessary to conform to such law, and all other provisions shall remain in full force and effect.
- Acuity, A Mutual Insurance Company shall not be responsible for technical, pictorial, typographical, or editorial errors or omissions in any marketing materials or these Official Rules.
- Except where prohibited by law, by participating in this Contest, Contestant agrees that:
  - All issues and questions concerning the Contest and these Official Rules shall be governed by Wisconsin law without giving effect to any principles of conflicts of law of any jurisdiction.
  - Any action at law or in equity arising out of or relating to this Contest shall be filed only in the state or federal courts located in Wisconsin and Contestant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.
  - Any and all disputes, claims, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action; and
  - 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; and

- Under no circumstances will any Contestant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
  - Contestant shall not be entitled to recover any consequential, incidental, or punitive damages, and in no event attorneys' fees or costs. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
  - Contestant waives any right to seek to obtain equitable relief in any manner and that Contestant's sole remedy against Acuity, A Mutual Insurance Company shall be limited to monetary damages at law, if any.
  - Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing if requested) permission for Acuity, A Mutual Insurance Company and those acting under its authority to use his/her name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation. Winners may be required to complete, sign, and return a Video Consent and Release Form within seven (7) business days of attempted notification or prize may be forfeited.
  - By entering, Contestant agrees to abide by the above-stated rules and warrants that the entry is an original work and does not infringe upon or violate rights of any third party, and grant to Acuity, A Mutual Insurance Company the right to edit, publish, promote, and otherwise use the entry materials without permission, notice, or compensation.
  - By submitting an entry, each Contestant grants Acuity, A Mutual Insurance Company a worldwide, nonexclusive, royalty-free, transferable license to use the entry, or any portion thereof, for Acuity's purposes. If selected as a winner, each winning Contestant hereby grants and assigns all right, title, and interest in and to the entry to Acuity, A Mutual Insurance Company and warrants that the winning Contestant has the authority to assign such right, title, and interest. Acuity, A Mutual Insurance Company shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the entry for any purpose that Acuity, A Mutual Insurance Company deems necessary or desirable, and each Contestant irrevocably waives any and all so-called moral rights he or she may have in the entry submitted. Each Contestant hereby acknowledges that such winning Contestant does not reserve any rights in and to the entry.
  - In the event any applicable law requires certain formalities to be fulfilled to effectuate such grant of rights, each Contestant agrees to cooperate with Acuity to achieve fulfillment of such formalities.
  - No royalties will be paid at this or any time.
- 10.) Sponsor:** Acuity, A Mutual Insurance Company, 2800 South Taylor Drive, Sheboygan, WI 53081