

ACUITY'S CELEBRATE MANUFACTURING VIDEO CONTEST RULES

MANY WILL ENTER, FEW WILL WIN. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Acuity's Celebrate Manufacturing Contest administration and verification will be supervised by Acuity, A Mutual Insurance Company. Sponsor's decisions are final and binding. Contest entries are accepted from July 9 through August 15, 2018. To be eligible, entries must be postmarked by August 15, 2018, or submitted online by 11:59 p.m. August 15, 2018. Judging will be based on evidence of pride, creativity, and storytelling of the Contestant's entry highlighting why he or she is proud to be part of the manufacturing industry. All entries must be the original work of the Contestant. Plagiarism will result in immediate disqualification. Late entries will not be accepted. Judging period will be from August 16, 2018, through August 31, 2018. Winners will be notified on or before October 1, 2018. Contest void where prohibited.

Eligibility and Entry Guidelines:

- Contest is open to all individuals ages 18 and older. Contestants must be legal residents of the fifty (50) United States and D.C.
- One entry per Contestant.
- Acuity, A Mutual Insurance Company, employees are not eligible to enter.
- 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.
- Acuity, A Mutual Insurance Company, is not responsible for technical issues or issues related to deliverability of submissions.
- Failure to adhere to the Contest rules or submission guidelines will result in disqualification from the Contest.
- No purchase or payment is necessary to enter or win.

Entry Requirements and Format:

- Entries must be the original and unpublished work of the Contestant.
- Nonfictional stories should highlight why the Contestant is proud to be part of the manufacturing industry, as defined by the Contestant, in any manner that is relevant and appropriate to the Contestant's personal experience.
- Entries are to be submitted in video format, not exceeding 500MB (0.5GB) in size.
- Entries must be no longer than one (1) minute in duration.
- Video may be edited before submission using video editing software should the Contestant deem it necessary to add production value to his/her entry.
- Entries will **not** be accepted if they contain:
 - Inappropriate topics, words, or images.
 - Mean, cruel, or hateful behavior or attitudes.
 - Disrespect toward other people or companies.
 - Violence or other dark or frightening subjects.
- This Contest is conducted in American English.

Official Entry Form:

- Contest entries are accepted from July 9 through August 15, 2018.
- Entries may be submitted electronically by uploading them to: https://www.acuity.com/business/manufacturers-insurance/celebrate-manufacturing-videocontest.
- Entries that are not submitted electronically must be mailed to and postmarked by August 15, 2018:

Acuity Insurance Marketing Department Celebrate Manufacturing Video Contest 2800 S Taylor Drive Sheboygan, WI 53081

> 2800 South Taylor Drive · Sheboygan, WI 53081 920.458.9131

Judging:

All eligible entries will be evaluated and scored by the contest judges based on the following criteria:

- Evidence of pride in the story told.
- Creativity in how ideas are expressed.
- Storytelling ability, including but not limited to the use of language, organization, and flow.

The entry with the highest total score will be deemed the First Place Winner. The entry with the second highest total score will be deemed the Second Place Winner. The entry with the third highest total score will be deemed the Third Place Winner. Entries with the fourth through sixth highest total scores will receive Honorable Mention. In the event of a tie, the entry with the highest score for evidence of pride followed by creativity will be deemed the winner from among all tying entries. Winners will be notified on or before October 1, 2018.

Prizes:

- One (1) First Place Winner \$1,500 Visa Gift Card and an Honorary Plaque.
- One (1) Second Place Winner \$1,000 Visa Gift Card and an Honorary Plaque.
- One (1) Third Place Winner \$500 Visa Gift Card and an Honorary Plaque.
- Three (3) Honorable Mention Winners An Honorary Plaque.
- **Prize Acceptance:** Acuity, A Mutual Insurance Company, will use reasonable best efforts to notify the winners. In the event a winner cannot be located within five days of the judging period, the winner shall forfeit the prize, and we may elect another winner. The winner must submit a completed <u>W-9</u> prior to claiming a prize. Instructions can be found <u>here</u>.
- **Taxes:** Winners will be solely responsible for any federal, state, or local taxes on winnings.
- Winners List: For a winners list, check the website on or after October 5, 2018. If necessary, you can phone Acuity, A Mutual Insurance Company, to request the winners list via U.S. mail.

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, visual, 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.
- 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.
- 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, video submission, 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 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 grants to Acuity, A Mutual Insurance Company, the right to edit, publish, promote, and otherwise use their 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 agrees to grant and assign 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 or desirable, and each winning Contestant irrevocably waives any and all so-called moral rights they may have in the entry submitted. Each winning 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.

Sponsor: Acuity, A Mutual Insurance Company, 2800 South Taylor Drive, Sheboygan, WI 53081