

MANY WILL ENTER, FEW WILL WIN. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The Small Retail Business Origin Essay 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 August 15 through September 30, 2018. To be eligible, entries must be postmarked by September 30, 2018, or submitted online by 11:59 p.m. September 30, 2018. Judging will be based on originality, use of language, and creativity of entry highlighting the origin story behind the small retail business. 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 October 1, 2018, through October 14, 2018. Winners will be notified on or before October 15, 2018. Contest void where prohibited.

Eligibility and Entry Guidelines:

- Contest is open to all persons ages 18 and older who are legal residents of the fifty (50) United States and D.C.
- One entry per Contestant.
- Enter must include the Contestant's name and their relationship with business owner and to business.
- Acuity, A Mutual Insurance Company, employees and their children 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 email 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- Entries must be the *original and unpublished work of the Contestant* and will not be returned.
- Non-fictional stories should tell how a small retail business that you are a part of was started. How the Contestant is a part of the business is defined by the Contestant in any manner that is relevant and appropriate to the Contestant's personal experience. Examples of acceptable Contestants include, but are not limited to, business owner, family member of business owner, employee of the business, customer of the business.
- Winning is contingent on obtaining the business owner's consent to share their origin story.
- Small retail business is defined as a privately held company with less than 200 employees that sells merchandise, primarily without alteration, to the general public. Businesses who consider themselves restaurants, wholesalers, or suppliers may also be considered retail by this definition. Note: merchandise or products sold must be legal in all 50 United States.
- Entries are to be submitted in an essay format.
- Entries will **not** be accepted if they contain:
 - Inappropriate topics, words, or images.
 - Mean, cruel, or hateful behavior or attitudes.
 - Disrespect toward anyone for any reason.
 - Violence or other dark or frightening subjects.
- This Contest is conducted in American English.

Official Entry Form:

- Contest entries are accepted from August 15 through September 30, 2018.
- Entries may be submitted electronically by emailing them to MerchantNews@trustacuity.com.
- More information can be found at <https://www.acuity.com/business/restaurant-and-retail-insurance/retail-contest>.

Judging:

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

- Originality and uniqueness of the story.
- Use of retail-relevant language.
- Creativity in how ideas are expressed.

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 creativity, will be deemed the winner from among all tying entries. Winners will be notified on or before October 15, 2018.

Prizes:

- **One (1) First Place Winner** - \$2,500 Check to Contestant.
- **One (1) Second Place Winner** - \$1,000 Check to Contestant.
- **One (1) Third Place Winner** - \$500 Check to Contestant.
- **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. Each company or charity that receives a check as a result of winning must submit a completed [W-9](#) prior to winner claiming a prize; instructions can be found [here](#).
- **Taxes:** Winners will be solely responsible for any federal, state, or local taxes on winnings.
- **Winners List:** For a complete list of winners, check the website on or after October 15, 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, 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.
- 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, 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 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.
- The information contained in these essay contest rules does not constitute an offer to sell insurance. The submission of an entry by a Contestant shall not constitute an offer to buy insurance.

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