

Brilliant Vinyl Standard Contest/Sweepstakes Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. PURCHASES DO NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

1. **Sponsor:** Any and all contests or sweepstakes (hereafter "Contest") offered by Brilliant Vinyl LLC, a Georgia Limited Liability Company located at 366 McDonough Pkwy, McDonough, GA 30253 (hereafter "Sponsor"), are offered, sponsored, endorsed and administrated solely by Sponsor, regardless of the method of advertising and promoting the Contest. No other persons, companies or entities including but not limited to Google, Bing, Facebook, Instagram, Pinterest or any other social media platform or website are responsible for the Contest in any way.
2. **Eligibility:** The Contest is open to legal residents of the United States of America who are at least eighteen (18) years of age at the time of entry. Employees of Brilliant Vinyl and their immediate family members (spouses, 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.
3. **Agreement to Rules:** By participating in the Contest, You (hereafter "Entrant"), agree that you have affirmatively reviewed, accepted and agreed to all of the terms and conditions contained herein, the other terms and conditions listed on the Sponsor's website (www.brilliantvinyl.com, hereafter the "Website") to include, but not limited to, the Sponsor's Privacy Policy and any and all additional terms and conditions which may be found on the websites where the Contest is promoted or advertised (collectively hereafter the "Rules") and that Entrant will be fully and unconditionally bound by said Rules. Further, by participating, the Entrant represents and warrants that he or she meets the eligibility requirements listed above and agrees to accept the decisions of Sponsor as it relates to the Contest as final and binding.
4. **Contest vs. Sweepstakes:** The Rules as outlined in this document apply to both contests, defined as games of skill typically requiring the Entrant to provide action beyond basic entry (ie. photos, videos or essays), the winner(s) of which are determined by judge(s); or sweepstakes, defined as games of chance that typically only require an Entrant to enter, the winner(s) of which are chosen at random, as offered by the Sponsor, with the terms and conditions specific to one or the other applying to the appropriate form of promotion. As noted above, both terms, contest and sweepstakes, are collectively referred to as "Contest" and any terms or conditions that specifically refer to one or the other will be notated as such. The identifying advertising and promotional material will outline whether said promotion is specifically a contest or sweepstakes.
5. **Limitation of Liability:** Entrant agrees to release and hold harmless the Sponsor and its subsidiaries, affiliates, partners, representatives, employees, agents, successors, officers

and directors from any and all liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from Entrant's participation in the Contest and/or Entrant's acceptance, possession, use or misuse of any prize or portion thereof; any technical failures of any kind including but not limited to the malfunction of any computer, cable, network, hardware or software; the unavailability or inaccessibility of any transmissions, telephone or internet; unauthorized human intervention in any part of the process or Contest; and electronic or human error in the administration of the Contest and processing entries.

- a. **Limitation of Liability and Hold Harmless, Non-related Entities:** In addition to holding harmless the Sponsor as outlined above, the Entrant hereby acknowledges and agrees to do the same for any and all entities where the contest may be hosted, promoted or advertised, despite said entities not being related to Sponsor or the Contest, as outlined above. Specifically, Entrant releases and holds harmless Facebook, Instagram, Pinterest, Google and Bing and understands the above entities have not sponsored or administered the Contest in any way.
6. **Rights Granted by Entrant:** By entering the Contest, the Entrant understands and agrees that Sponsor, anyone acting on behalf of Sponsor and Sponsor's licensees, successors, employees and assigns shall have the right, where permitted by law, to print, publish, broadcast, distribute and use in any media Sponsor sees fit in Sponsor's sole discretion, whether now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements and biographical information for publicity, advertising, news, information, trade, public relations and promotional purposes without any further compensation beyond entry into the contest (whose good and valuable and valuable consideration is hereby expressly acknowledged), notice, review or consent.
 - a. **Rights Granted by Entrant, Specific to contests:** Entrant further represents and warrants by entering this Contest that the entry submitted is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If the entry infringes upon the intellectual property rights of another, Entrant will be disqualified at the sole discretion of Sponsor. If the content submitted by Entrant is claimed to constitute infringement of any proprietary or intellectual property rights of any third party, Entrant, at Entrant's sole expense, shall defend or settle against any and all such claims. Entrant shall indemnify, defend and hold harmless the Sponsor from and against any suit, proceeding, claims, liability, loss, damage, cost or expense which Sponsor may incur or be required to pay arising out of such infringement or suspected infringement by Entrant.
7. **Terms and Conditions:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should any virus, bug, non-authorized human intervention, fraud, or other cause within or beyond Sponsor's control corrupt or

otherwise impact the administration, security, fairness, or proper conduct of the Contest (hereafter “Interference”). In such a case, Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) the Sponsor is made aware of the Interference or may, in Sponsor’s sole discretion, choose to restart or suspend the Contest indefinitely. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or the Website or violates the Rules of the Contest. Sponsor has the right, in its sole discretion, to maintain the integrity of the Contest by voiding any or all submissions from an entrant for any reason, including but not limited to multiple entries from the same user from different IP addresses, multiple entries from the same computer in excess of that allowed by the Rules or the use of bots, macros, scripts or other technical means for entering. Any attempt by an Entrant to deliberately damage the Website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an event occur, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

8. **Disputes:** The Contest is governed by the laws of the state of Georgia. As a condition of participating in the Contest, Entrant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with the Contest shall be resolved individually, without resort to any form of class action, exclusively before a court located in Henry County Georgia or other court of competent jurisdiction. Further, in any such dispute, under no circumstances shall Entrant be permitted to obtain awards for and hereby waives all rights to, punitive, incidental or consequential damages, including reasonable attorney’s fees, other than participant’s actual out-of-pocket expenses (ie. costs associated with entering the Contest). Entrant further waives all right to have damages multiplied or increased.
9. **Severability:** If any provision of the Rules is determined to be illegal, invalid or unenforceable for any reason, the surviving provisions will remain in full force and effect.
10. **Case and Gender:** In all instances throughout the Rules the singular case or plural case and the masculine, feminine or neuter shall be interchangeable.
11. **Odds:** The odds of winning depend on the number of eligible entries received.
12. **How to Enter:** This will be provided separately in the promotional and advertising material for the Contest. If Entrant uses fraudulent methods of entry or otherwise attempts to circumvent the Rules, Entrant’s submission may be removed at the sole discretion of the Sponsor.
13. **Contest Period:** This will be provided separately in the promotional and advertising material for the Contest. No entries submitted after the stated end date will be accepted.
14. **Prizes:** The winner(s) of the Contest (hereafter “Winner”) will receive the prize(s) as outlined in the advertising and promotional material associated with the Contest. Actual value of prizes may differ at the time of award. The specifics of the prize shall be

solely determined by the Sponsor. No cash or substitution shall be permitted except at the Sponsor's sole discretion. The prize is nontransferable. Any and all prize-related expenses, including but not limited to any and all federal, state and local taxes shall be the sole responsibility of the Winner. Acceptance of the prize, the sufficiency of which is hereby acknowledged by the Entrant, constitutes permission for the Sponsor to use the Winner's name, likeness and all information submitted by Entrant for purposes of advertising and promotion without further compensation or notification, unless prohibited by law.

15. **Winner Selection:** Winner will be selected by random drawing, if run as a sweepstakes, or by a judge or judges, if run as a contest, under the supervision, direction and sole control of the Sponsor. Winner will be notified by electronic mail, conventional mail or other method as deemed appropriate by Sponsor in Sponsor's sole discretion, within the time frame specified in the advertising and promotional material for the Contest. Sponsor shall have no liability whatsoever for Winner's failure to receive notices due to spam, junk email or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent or fails to complete and return a declaration or release, as may be required by law, the prize may be forfeited or an alternate winner selected, at Sponsor's sole discretion. Receipt by the Winner of the prize offered in the Contest is conditional upon Winner's compliance with any and all federal state and local laws and regulations. ANY VIOLATION OF THE RULES BY THE WINNER, AT THE SPONSOR'S SOLE DISCRETION, WILL RESULT IN THE WINNER'S DISQUALIFICATION AND ALL PRIVILEGES AS WINNER WILL IMMEDIATELY TERMINATE.