

## Reflect Your Brand Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN

..

Graphic Manufacturer Reflective Campaign Contest (the "Contest") starts on October 22, 2018 and ends on December 31<sup>st</sup> at 11:59 Central Standard Time ("Contest Period").

Sponsor: 3M Company Commercial Solutions Division

1. **ELIGIBILITY:** Contest is open to residents of the [the fifty (50) united states and the District Of Columbia, who are [21 years] of legal of majority in their state of residence (18, except in AL and NE: 19, MS: 21)] [and has direct responsibility for fleet/vehicle graphic film specification and purchasing decisions]. Employees of 3M Company ("Sponsor"), and its (their respective) parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (defined as spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Contest is subject to all applicable federal, state and local laws.

### 2. HOW TO ENTER:

During the Contest Period, go to 3M.com/fleet (the "Contest Site") and follow the on- screen instructions. Contestants will be invited to complete an Official Entry Form online and submit. Completion of the Official Entry Form shall be referred to as the "Entry". Limit [1["Entry per month "]] per person, per email address and per household, [regardless of method of entry]. Entries received from any person or email address or household in excess of the limitation will be void. All Entries become the sole property of the Sponsor and will not be returned.

### 3. ENTRY/SUBMISSION REQUIREMENTS

All Entries/Submissions must meet the following requirements to be eligible: (Insert Detailed Description of Specific Format Requirements for Submission:

- Winners of the drawing must agree to agree must sign a photo release form. 3M will make arrangements for before and after photos to take place by March 3, 2019.
- Wraps that exceed the total value of \$5,000 will be the responsibility of the winner
- The wrap project must be completed using the 3M 780 Reflective film
- The wrap must be installed by March 31, 2019

Each Entry must also comply with the following additional Submission Guidelines:

- a. The Entry may not contain any content that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole and unfettered discretion.
- b. The Entry must be the Entrant's original work, created solely by the Entrant, and must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any person or entity.
- c. If any persons appears in the Entry, the Entrant is responsible for obtaining, prior to sending the Entry, any and all releases and consents necessary to permit the exhibition and use of the Entry by Sponsor as set forth in these Official Rules. If any person appearing in any Entry is under the age of majority in their state, country or province of residence, the signature of a parent or legal guardian is required on each release.
- d. The Entry must not contain any personally identifiable information of any person other than the Entrant. Should the Entrant include personally identifiable information about him/herself in his/her Entry, Entrant acknowledges and agrees that such information will be disclosed publicly and Entrant is solely responsible for any consequences thereof.
- e. Entrants may not be, nor may Entrant work with parties in conjunction with their Submissions, who: 1) are represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display the Submissions in any media form; 2) have an acting or modeling contract that would make their appearance in the Submission a violation of any third party rights; or 3) are under any other contractual relationship, including but not limited to guild and/or union

memberships, that may prohibit them from participating fully in this Contest, or from allowing Sponsor to use royalty-free, the Submissions worldwide in all media in perpetuity.

- f. The Entry must not contain any commercial content or logos not belonging to the entrant.
- g. The Entry may not have been previously published and may not have won previous awards.

- h. The Entry may not contain any material or elements that are not owned by the Entrant and/or which are subject to the rights of third parties.

For all Entries:

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason at any time, including if it determines, in its sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

For all Entries, if they will be posted online:

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on [3M.com/fleet] or other websites. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks, without the express consent of Sponsor in each instance.

**WINNER NOTIFICATION:** Sponsor's decisions are final and binding on all matters relating to this Contest. Potential winners will be notified by telephone, mail and/or email and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor [and/or prize supplier], which must be returned within [14] days of date appearing on prize notification. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Sponsor's sole discretion, the prize may be awarded to a runner-up. If any potential winner is an eligible minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

**PRIZES:** A wrap project with the Approximate Retail Value ("ARV") is \$[5,000]. Total ARV of all prizes: \$5,000 Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. [NOTE: the above paragraph is general prize language and should be used for all prizes in addition to the language included below.]

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize and (c) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. Entrant agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion.

**OWNERSHIP OF THE WINNING ENTRY:** By accepting a prize, the winner agrees that his/her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their Entry. Sponsor reserves the right to alter, change or modify the winning Entry, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instruments of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and "Moral

Rights of Authors” waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, [illegible], stolen, delayed, misdirected, undelivered, [postage-due] or garbled Entries [or mail]; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prize, the incorrect uploading of the video [photo] or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor’s sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH INDIVIDUAL TO THE

FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

REQUEST FOR WINNERS' LIST: For a list of winners (available after March 31, 2019), send a self-addressed, stamped, envelope by [March 31, 2019 to: Reflect Your Brand Sweepstakes Winner, 3M Centre Bldg. 220 12E- 04 St. Paul, MN 55144



