

Remodeling Signage Smackdown Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE ODDS OF WINNING. The [Signage Smackdown] ("Contest") begins at 12:01 a.m. E.S.T. on **[December 29, 2014]**, and ends at 11:59 p.m. E.S.T. on **[January 16, 2015]** ("Entry Period") followed by a voting period beginning **[January 19, 2015]** ending at 11:59 p.m. E.S.T. on **[January 23, 2015]** ("Voting Period"), and is sponsored by Hanley Wood, LLC, One Thomas Circle NW, Suite 600, Washington, DC, 20005 ("Sponsor").

Eligibility: The Contest is open to legal residents of the 48 contiguous United States who are eighteen (18) years or older, have Internet access and a valid email account, who are engaged in the professional practice of residential remodeling, and who have participated in a qualifying Toolbox Makeover Contest Survey ("Survey"), all at the time of entry. Void in Hawaii, Alaska, and where prohibited by law. Employees of Sponsor or its respective parents, their affiliates, subsidiaries, advertising and promotional agencies and the immediate family members of each are not eligible. All federal, state, and local laws and regulations apply.

Entry: To enter, participants must submit a photo and company information during the Entry Period. E-mail submission will constitute the participant's entry. A fully and accurately completed entry includes the submission of a digital photograph of the participant's employer's or company's current construction site lawn sign. Participants may not submit more than one Contest entry. Participants must be employed by or owners of the company which they are submitting.

Information collected is subject to the Sponsor's Privacy Policy [<http://www.hanleywood.com/?page=privacy>]. By participating in the Contest, winner consents to the release of his or her personally identifiable information as part of the winners list, which may be published in Remodeling magazine and posted on the REMODELING Online Web site. No responsibility is assumed by Hanley Wood, LLC for late or misdirected, entries or for any computer, online, telephone or technical malfunctions that may occur. Entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry.

"Authorized account holder" is defined as the person who is assigned to an email address by an Internet Access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Entries will not be acknowledged or recognized, will become the property of Sponsor, and will not be returned to entrant. Sponsor reserves the right, in its sole discretion, to disqualify any entry if it concludes that the entrant has tampered with the entry process or the operation of the Contest or has acted in violation of these Official Rules or any applicable state, federal, or local laws or regulations.

Prizes: One (1) of four (4) \$50 American Express Gift Cards. Approximate retail value of prize \$50. Only one prize per household. No alternative prize or other substitution is permitted except as described herein and as elected by Sponsor in its sole discretion in the event of prize unavailability. Other restrictions may apply. Prizes are nontransferable. All prizes will be awarded. All federal, state, and/or local taxes are the sole responsibility of the winner.

Winner Selection: The Contest winners will be identified as the owner of the Contest Entry photo that are selected by the Remodeling staff. The odds of winning depend on the number of eligible entries received and the number of votes each entry receives. Potential winner will be announced within 30 days after the Voting Period from all eligible entries received. Potential winner will be notified by email to the email address provided during the registration process, and will be provided with an affidavit of eligibility/liability and publicity release ("Release"). The Release must be signed and returned within five (5) days of when it is sent to the potential winner. If potential winner is unreachable after 7 days, fails to provide all information required on the Release, fails to sign and return the Release, or if potential winner is unavailable for prize fulfillment, an alternate winner will be selected. Sponsor is not responsible for and

shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify winner or award prize, or for any late, lost, misdirected, or unsuccessful efforts of winner to claim prize.

Entrants grant to Sponsor the right to use and publish their name, company name, address, likeness, location, and any statements they make in connection with the Contest or about Sponsor, whether such use is online, in print, or any other media whether now or hereafter created, without additional compensation, except where prohibited by law. Acceptance of a prize constitutes permission for Sponsor and its advertising and promotional agencies to use winners' names and likeness for advertising and promotional purposes without additional compensation unless prohibited by law.

General Conditions: Contest entrants agree to abide by the terms of these Official Rules and the decisions of Sponsor on all matters relating to the Contest, which shall be final. By entering, participants release and hold harmless Sponsor, its respective parents, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Contest or any prize won.

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with, or attempting to tamper with the entry process, or the operation of the Reader Panel survey or Web site. Sponsor also reserves the right to disqualify any individual it finds to be acting in violation of the Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, HANLEY WOOD, LLC RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Limitations of Liability: Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Web site users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Web site or combination thereof. This includes injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in this Contest.

If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest.

Winners List: To obtain the names of the prize winners (available after **[January 23, 2015]**) send a self-addressed stamped envelope (Vermont residents may omit postage) by **[January 16, 2015]** to: "REMODELING Signage Smackdown Contest," c/o Hanley Wood, LLC, One Thomas Circle NW, Suite 600, Washington, DC. 20005.

AFFIDAVIT OF ELIGIBILITY/ LIABILITY AND PUBLICITY RELEASE

Name: _____ Date of Birth: _____

Address: _____

(Please do not use a P.O. Box)

Telephone: _____ Social Security Number: _____

(Required for Compliance with Federal Tax Law)

I affirm and represent that I have complied with all rules and regulations of the Contest, I am a legal resident of the United States, and that I have committed no fraud or deception in entering the contest or in claiming any prize and have obtained Contest materials through legitimate channels. I am not an employee of Sponsor, its distributors, affiliates, subsidiaries, advertising agencies and promotion agencies or any other entity, nor a member of their immediate families, nor am I residing in the household of any such person. I understand that I am entitled to receive only the announced prize, that prizes are non-transferable, and that no substitutions will be made except at the sole discretion of the Sponsor or as provided in the Official Rules.

By participating and redeeming this prize, I understand and acknowledge and hereby, for myself, my heirs, executors and administrators do knowingly and voluntarily waive and release Sponsor and its affiliates, subsidiaries, directors, officers, consultants, agents, and employees from all Liability for any and all rights, claims, and causes of action whatsoever I may have against such parties for any matter, cause or things whatsoever arising in connection with my participation in the promotion or acceptance, possession or utilization of the prize that I have won in the Contest including, but not limited to, any compensatory, direct, incidental, or consequential damages. I release the Sponsor from any loss or damage to property, for personal injury, illness or death, and for any damages and claims whatsoever arising from the action or inaction of any persons not directly employed by the Sponsor or under their direct control. I hereby agree that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any prize, including but not limited to its quality, merchantability, fitness for a particular purpose or mechanical condition.

Unless I am a resident of Tennessee, I give my consent to the Sponsor and its agents and assignees to use my name and/or photograph in any and all advertising and promotional materials relating to the Contest and similar promotions which may be offered by the Sponsor in any and all media, including on the Internet, without territorial, time, use or other limitation, without further obligation to me. I waive any right I may otherwise have to approve such use of my name photograph, and likeness and I release the Sponsor from any claim or liability arising out of any distortion which may arise in the reproduction of my name, photograph or likeness. By claiming this prize, I understand that any and all federal, state and local taxes and any other expenses that may become due resulting from any prizes won in the Contest are my sole responsibility. I recognize that I may wish to seek independent counsel to determine the full extent of my tax liability under state federal laws and regulations.

If any of the statements made by me in this affidavit of eligibility and release of liability are false, I agree to return immediately upon demand to Hanley Wood the value of said prize and take any other remedial action reasonably requested by Hanley Wood.

Signature

Date

Sworn to before me this

_____ day of _____, 20____

Notary Public

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