

# OFFICIAL RULES

RANDALL-REILLY, LLC, 2016 “TOTAL LANDSCAPE CARE SCHOLARSHIP CONTEST” OFFICIAL RULES

THESE OFFICIAL RULES (“OFFICIAL RULES” OR “RULES”) GOVERN THE RANDALL-REILLY, LLC 2016 “TLC SCHOLARSHIP” (“CONTEST”). THE ACT OF ENTERING THE CONTEST CONSTITUTES ACCEPTANCE OF THE RULES AS CONTAINED HEREIN AND OF THE DECISIONS OF RANDALL-REILLY, LLC, WHICH ARE FINAL AND BINDING IN ALL RESPECTS.

## 1. SPONSOR

Sponsored by Randall-Reilly, LLC, 3200 Rice Mine Road N.E., Tuscaloosa, Alabama 35406 (“Sponsor”).

## 2. ELIGIBILITY:

The Contest is open to any participant who meets the following requirements (an “Eligible Participant”): (i) is a legal resident of (and is physically located or resides in) the United States, District of Columbia, Puerto Rico, and all U.S. territories and possessions); and (ii) is 18 years of age or older. Anyone who was designated as a Finalist in a previous TLC Scholarship Contest is not eligible to participate in this Contest. Void where prohibited. The following persons are ineligible to enter: Employees, directors and officers (and their immediate families including spouse, parents, children, siblings, and their respective spouses), and their respective household members (whether related or not), of Sponsor, its affiliates, subsidiaries, divisions, advertising and promotion agencies, and all others associated with the design, execution, production, development, and promotion of this Contest.

## 3. TIMING:

The Contest begins at 12:00:00 AM Central Daylight Savings Time (“EDT”) on August 1, 2016, and ends at 11:59:59 PM CDT on September 30, 2016, (the “Contest Period”). All components of each entry must be submitted online within the Contest Period in accordance with these Official Rules and received by 11:59:59 AM CDT on September 30, 2016, in order to be eligible. Each entry will be judged by Randall-Reilly editors from October 1, 2016, through October 14, 2016, (the “Judging Period”) and the final winners will be announced on or about October 15, 2016. There will be a first, second and third prize awarded.

## 4. HOW TO ENTER:

An Entrant or Entrant Couple may enter the Contest via the Total Landscape Care website at [www.totallandscapecare.com/scholarship](http://www.totallandscapecare.com/scholarship). Once the Entrant accesses the entry form, the Entrant or Entrant Couple will be asked to submit the following: (i) Entrant's first name, last name, address, phone number, email address, resume, photos (ii) name, address, phone number, email, website and letter of recommendation from landscaping company (LLC or INC) that Entrant interned at (if applicable); (iii) school information including: major and incoming year; (iv) answers to several essay questions.

Entrants must acknowledge that they have read and agree to the Official Rules by checking the box that appears on the entry form. Contest Entries must be in the English language. All components of each Contest Entry must be submitted online in accordance with these Official Rules and received within the Entry Period in order to be eligible. Online Contest Entry only. No other method of Contest Entry will be accepted.

When a Contest Entry is received, the Entrant(s) will be notified via email.

## **5. JUDGING:**

During the Judging Period, all eligible Contest Entries will be judged by a panel of expert judges (the "Judges") based on the following criteria: (i) Essay Question answers, (ii) Resume. The panel of Judges will be selected by the Sponsor in its sole discretion. Based on the Judges' scores, a first, second and third place winner will be chosen. Decision of Judges is final and binding on all matters relating to this Contest. Finalists will be determined on or about October 14, 2016.

The odds of winning a prize depend on the total number of eligible Entrants in the Contest and the quality of the Entries.

## **6. WINNER NOTIFICATION:**

All winners will be notified on or about October 15, 2016, by Email and/or telephone using the contact information provided at the time of entry. If a winner is 18 years of age or older but deemed a minor in his/her state or place of residence, the prize will be awarded in the name of a parent or legal guardian.

## **7. PRIZES:**

First Place Prize: \$2,500. Total Approximate Retail Value (Total "ARV"): \$2,500. Second Place Prize: \$1,000. (Total ARV): \$1,000. Third Place Prize: \$1,000. (Total ARV): \$1,000. ARV of all prizes is reflected in U.S. Dollars. Total ARV of all prizes is \$4,500. All taxes and any other costs not specifically stated within these Official Rules are the sole responsibility of the winners. Prizes may not be transferred or substituted, except at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if advertised prize is unavailable at the time the prize is awarded. All prizes

claimed will be awarded. Allow 6-8 weeks for delivery of a prize. Limit one prize per Entrant/Email address.

## **8. GENERAL ENTRY CONDITIONS:**

LIMIT ONE CONTEST ENTRY PER ENTRANT. Subsequent submissions made by the same Entrant or Entrant Couple will not be considered. If a dispute results as to the identity of an online Entrant, it will be determined that the online Entry was submitted by the authorized account holder of the email address from which the entry is made. For these purposes, the authorized account holder is the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses or the domain associated with the submitted email address. The promotional website's database clock will be the official timekeeping device for the Contest.

By submitting a photograph, a participant hereby acknowledges that they own or have secured all rights to use, publish and copyright the photograph. Photographs must be of good quality. Modifying, enhancing, retouching or altering any photographs provided in connection with this Contest in any way may disqualify the Contest Entry, at the sole discretion of the Sponsor. An Entrant may be required to provide a release to the Sponsor for the submitted photograph, at the Sponsor's sole discretion. If a photograph is taken by another party ("Photographer"), Entrant to the Contest must receive permission from the Photographer to submit the selected photograph in the Contest.

Entrants to the Contest may use the Sponsor's name, logo and product in their Contest Entry.

Incomplete Contest Entries or Contest Entries not complying with these Official Rules are subject to disqualification. Contest Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. Sponsor is not responsible for late, lost, incomplete, illegible, damaged, or misdirected Contest Entries. Sponsor's decisions are final on all matters relating to this Contest.

## **9. GRANT OF LICENSE:**

By entering the Contest, Entrant grants Sponsor, its agents, subsidiaries and affiliates (the "Licensees") a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, database rights and any other rights Entrant has in the Contest Entry, in any media now known or hereafter devised (including without limitation, the internet), without any compensation. Further, by entering the Contest, Entrant grants Licensees the additional license to modify, adapt, translate, create derivative works from, and distribute the entry (with the understanding that Licensees are under no obligation to do so), or incorporate the entry into any form, medium or technology, including the right, at each Licensee's sole discretion, to publish the entry and to use the entry for advertising and promotional purposes. Licensees shall not be required to designate Entrant as the creator or author of entry that is distributed or

otherwise exploited by Licensees, or include any references to Entrant on, or in connection with, any entry that is distributed or otherwise exploited by Licensees.

By submitting a Contest Entry, Entrant acknowledges and agrees that Sponsor may obtain many Contest Entries in connection with this Contest and/or other contests staged and/or promoted by the Sponsor, and that such Contest Entries may be similar or identical in theme, idea, format or other respects to other Contest Entries submitted in connection with this Contest and/or other contests sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims Entrant may have had, may have, and/or may have in the future, that any Contest Entry and/or other works accepted, reviewed and/or used by the Entrant may be similar to his/her Contest Entry, or that any compensation is due to Entrant in connection with such Contest Entry or other works used by Sponsor. By submitting a Contest Entry, Entrant hereby grants permission for the Contest Entry to be posted on the Site, [www.totallandscapecare.com](http://www.totallandscapecare.com) or other websites. Contest Entrant agrees that Sponsor is not responsible for any unauthorized use of Contest Entries by third parties. Sponsor does not guarantee the posting of any Contest Entry.

## **10. REPRESENTATIONS AND WARRANTIES:**

Each Eligible Participant represents and warrants that: (i) the Contest Entry complies with these Official Rules; (ii) the Contest Entry is original and has not previously won any award or Contest; (iii) the Contest Entry does not and will not infringe any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy; (iv) that the Contest Entry is not the subject of any actual or threatened litigation or claim; (v) the Contest Entry is not obscene, offensive, libelous, pornographic, threatening, abusive, contain illegal content, or otherwise objectionable; (vi) the Contest Entry does not encourage a criminal offense or otherwise give rise to liability or violate any law; (vii) the Contest Entry does not display any logos or trademarks not owned by the Entrant, or the Entrant has provided Sponsor with an applicable IP Release; (viii) the Contest Entry does not include any disparaging remarks relating to the Sponsor or any third party. Entrant acknowledges that nothing herein shall constitute an employment, joint venture, or partnership relationship between Entrant and Sponsor. In no way is Entrant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

## **11. NO LIABILITY & INDEMNIFICATION:**

ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR AND EACH OF THEIR AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS AND SHAREHOLDERS. (COLLECTIVELY, THE "RELEASEES") FROM ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RESULTING FROM PARTICIPATING IN THIS CONTEST, OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY

PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OF DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. PARTICIPANTS AGREE THAT SPONSOR HAS NOT MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE CONTEST OR ANY PRIZES AWARDED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SPONSOR'S WEBSITE AND SPONSOR SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS. THE PROVISIONS REGARDING IMPLIED WARRANTIES ARE VOID IN SOME JURISDICTIONS WHERE IMPLIED WARRANTIES ARE PRESCRIBED BY LAW.

Releasees are not responsible for lost, late, illegible, damaged or stolen entries or submissions, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website or submit an entry, vote, fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by the Sponsor, users or by any of the equipment or programming associated with or utilized in this Contest or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the Contest. Entry materials or votes that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Contest at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Contest. In such event, Sponsor may void any entries they suspect are at issue and award prizes from among all eligible entries/votes received up to the date of cancellation.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY ONLINE SERVICE RELATED TO THIS CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Entrants who violate the

Rules or interfere with this Contest in any manner. If an Entrant is disqualified, Sponsor reserves the right to terminate that Entrant's eligibility to participate in this Contest and/or future Contests.