

# Eakes Office Solutions “Ugliest Floor Machine” Contest

presented by Eakes Office Solutions & Intelligent Cleaning Equipment (ICE)

## Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR OTHER PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** INTERNET ACCESS IS REQUIRED TO PARTICIPATE. Void where prohibited or restricted by law.

**ELIGIBILITY:** The Eakes Office Solutions (“Sponsor”) “Ugliest Floor Machine” Contest (referred to as the “Promotion”) is offered in Nebraska, Iowa, South Dakota, Kansas and Colorado to individuals who are 18 or older at time of entry. Teachers, administrators and janitorial staff (“Participant”) of a brick-and-mortar K-12 school or higher education institution (school may be public or private, but must have physical presence) (“School”) that has at least one working floor machine (“Machine”) on the premises.

**IMPORTANT NOTICE:** Grand Prize-winning Participant and School (or an authorized representative) must be present and will be required to sign upon delivery of machine at a time and date agreed upon with Sponsor, before or on the date of May 8, 2020. Participant and School also agrees that Sponsor may document and distribute images, video and any other content for marketing purposes as it relates to Participant Promotion entries and Grand Prize delivery.

**PROMOTION PERIOD:** Promotion starts on or about 12:00 am Central Time (“CT”) on or about April 1, 2020 and ends at 11:59 pm CT on April 30, 2020, or sooner if terminated or cancelled by Sponsor (“Promotion Period”). Winning school to be selected by committee on or about May 1, 2020.

**AGREEMENT BY PARTICIPANT:** All participants of this Promotion shall be governed by these Official Rules. By participating in this Promotion, each Participant fully and unconditionally agrees to be bound to and accept these Official Rules and any additional terms and conditions specific to the Promotion communicated by Sponsor. By submitting an Entry (as defined below), Participants agree to be contacted by Sponsor with Promotion and/or sales related communications. *This Promotion is in no way sponsored, endorsed or administered by, or associated with any school, school district or school official.* The information you provide will be used as stated herein, and for purpose of this Promotion.

**HOW TO ENTER:** Visit [www.eakes.com/ugly](http://www.eakes.com/ugly) (the “Website”) during the Promotion Period and follow the online registration instructions. Photos and videos uploaded for this Promotion must be taken and recorded by the Participant or a representative of the School submitting the Entry.

**Limit one (1) Entry per floor machine. However, the same Participant or School may submit multiple Entries provided each is of a different Machine. Machine must be in good working condition during Promotional Period and through delivery of Grand Prize.** Any Entry that does not include an eligible Participant and School, and an appropriate photo or video, or that fails to follow all steps and include all other items/information may be disqualified. If Sponsor’s product and/or brand is featured and/or mentioned in the Entry it must be featured appropriately, or else Entry will be immediately disqualified. By submitting an Entry, Participants represent and warrant that they have the right to submit such Entry. **In addition to all other restrictions and conditions stated or incorporated elsewhere herein, Entries must NOT appear to condone, promote, contain or describe in any manner illegal, dangerous, harmful, offensive, cruel, unsafe, demeaning, disgusting, or any other improper or unsuitable activities/content or else will be subject to disqualification.**

**ENTRY SPECIFICS:** Entries must be complete, compliant, submitted via the Website communicated, and received by Sponsor within the Promotion Period. Incomplete, invalid, unsuitable, or otherwise non-compliant Entries (as determined in Sponsor’s sole and absolute discretion) will not be eligible. If, upon review, Sponsor (or its authorized representative) is unable to determine that an Entry/Participant/School is eligible, compliant, or reasonably suspects that it/he/she is not eligible or compliant in whole or in part, the Entry as a whole may be disqualified. Proof that an Entry was uploaded does not constitute proof or evidence that it was received within the Promotion Period or eligible for the Promotion. Entries will not be acknowledged or returned. Entries submitted via any other entry method than stated herein will not be accepted. Participants may not (whether apparent or suspected) enter through a sweepstakes/contest club or exchange site (or similar method, whether or not paid), with multiple or false identities, accounts, or devices, or use multiple e-mail and/or street addresses, or use any other device or artifice to enter. Engaging directly or indirectly in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, harassment, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed or like participation methods as determined in Sponsor’s sole and absolute discretion, will void all such Entries, and disqualify any Participant suspected of using/benefiting from such methods.

Sponsor reserves the absolute right to disqualify and/or immediately remove any Entry/Participant in whole or in part for any reason within its sole and absolute discretion. Without limiting the foregoing, Entries will be disqualified if Sponsor believes the Entry is not in the spirit of the Promotion, is not compliant herewith, or will have a detrimental impact on Sponsor, a Custodian, a School, this Promotion, or any of Sponsor’s brand, products or services. Furthermore, if an Entry, for any reason whatsoever, garners or contains comments that are unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor community, Sponsor reserves the right to disqualify Entry/Participant and remove any such Entry. In the event of a dispute as to the identity of an online Participant, the authorized account holder of the email address used in connection with the Entry will be deemed to be the Participant, provided eligible.

Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Entries (in whole or in part); or for any equipment, computer, telephone, device, network, platform, app, electronic, hardware or software malfunctions, failures, connections, or (un)availability, or garbled, corrupt, or jumbled transmissions; nor service provider, internet, website, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any error (human or not), or the incorrect or inaccurate capture of Entry or other information, nor for the failure to capture or display any such information.

Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply to Entry via mobile device. For those Participants entering with a mobile device: Promotion may not be available via all mobile carriers. **Messaging & data rates apply to internet access via mobile devices.** Other charges may apply; check your mobile plan for rates/details. Consent is not a condition of purchase.

**LICENSE:** If selected as a winner, eligible winning School (or if a minor their parent/legal guardian) grants to Sponsor a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Entry, in whole and in part, and all the intellectual and property rights therein including the right to make derivative works, through-out the world for any and all purposes including commercial purposes, and further agree to execute all documents and perform all acts deemed necessary by Sponsor to protect Sponsor’s license in the intellectual property. Winner understands and agrees by granting this license their Entry may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor in any media and medium whatsoever now known or hereinafter developed (including without limitation print, broadcast, radio, internet, and posted throughout Sponsor’s and (unrelated) third parties’ digital, on-line, and off-line social media, marketing and advertising properties, printed materials, outdoor boards, signage and/or any other media/medium through-out the world) without further compensation or review. Winner will not now nor in the future be paid for their Entry or for granting Sponsor any of these rights (except for the prize to be received as provided herein).

**JUDGING CRITERIA/WINNER SELECTION:** All eligible Entries will be judged anonymously by Sponsor (and/or its authorized representatives) on May 1, 2020, to select potential winner (Prize Recipient) based on the following equally weighted criteria:

- Apparent authenticity and originality of Entry;
- Apparent need of Machine for Participant and School of Entry
- Evocative nature of Entry (i.e. “feel-good” factor, “makes a difference”, joy, humor, etc.)

In case of a tie, the Entry, among those tied, with the highest rating in the “apparent need” category will break the tie. In the event a tie still remains, the Entry, among those tied, with the highest rating in the “originality” category will break the tie. The display of any Entry by Sponsor shall not be deemed to constitute Sponsor’s representation or agreement that the Entry is, in whole or in part, compliant with these Official Rules, or eligible for judging or prize award.

Promotion Entities are not responsible for any undelivered telephone calls, messages, e-mails, or any other communications, including but not limited to those that are not received because of the Participant’s or Prize Recipients’ privacy or spam filter settings that may divert any notification or other Promotion related e-mail to a spam or junk folder. Prize award is subject to verification of eligibility and compliance with these Official Rules.

### PRIZE/APPROXIMATE RETAIL VALUE (“ARV”):

Grand Prize: ICE I2ONBT-OB Walk-Behind, Orbital Scrubber with 14”x 20” cleaning pad surface, oversized 15-gallon tank, touch-panel controls and durable steel/aluminum parts. List price with AGM Maintenance Free Batteries: \$8557.

**Limit one (1) Grand Prize for this Promotion. Grand prize will be awarded to and property of Prize Recipient School.**

**GENERAL CONDITIONS:** In the event of noncompliance, if a Participant or any Prize Recipient becomes noncompliant or ineligible, prize will be forfeited and (an) alternate Prize Recipient(s) will be selected for the prize in accordance with the judging criteria herein. Sponsor bears no responsibility if any event, element or detail of the event or a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the prize become unavailable, the Sponsor shall have no obligation to a winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. Prize Recipients will not receive compensation from Sponsor for gift cards, passes, tickets, or certificates that the Prize Recipient is unable to use due to loss, damage, destruction (and such will not be replaced), or to delay or cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Promotion winner agrees that prize is personal to that applicable Prize Recipient, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Prizes or prize notifications that are lost, late, stolen, unclaimed, returned, undeliverable, not timely responded to, or otherwise un-awarded will be forfeited and will NOT be re-awarded. **BY PARTICIPATING, PARTICIPANTS AND PRIZE RECIPIENTS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, OTHER PROMOTION ENTITIES, SOCIAL MEDIA PLATFORMS, AND THEIR PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PROMOTION AND/OR PRIZE RELATED ACTIVITY, ACCESS TO THE WEBSITE, AND/OR OTHER PARTICIPATION IN THIS PROMOTION.** By entering and/or accepting a prize, Participants and Prize Recipients covenant to the fullest extent permitted by law not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any provision adjudged to be invalid shall be struck from these Rules and the remainder shall continue in full force and effect.

**DISPUTES/ARBITRATION:** THIS PROMOTION AND ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANT OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE STATE OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, to the fullest extent permitted by law, Participants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action or a jury trial, exclusively before a neutral **one person arbitration** panel located in or near Grand Island, NE having jurisdiction. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, consequential, and any other damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased.

**SPONSOR:** Eakes, Inc. d.b.a Eakes Office Solutions, 617 West Third St, Grand Island, NE 68801.