

# Pelican Products, Inc.'s 2019 Ultimate Photo Contest

## OFFICIAL RULES

- **NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**
- **CONTEST OPEN TO INDIVIDUALS WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND HAVE REACHED THE AGE OF MATURITY IN THEIR JURISDICTION OF RESIDENCE AS OF THE DATE OF ENTRY.**
- **THIS IS A SKILL-BASED CONTEST; THIS IS NOT A GAME OF CHANCE. WINNERS WILL BE CHOSEN BASED ON STATED CRITERIA.**
- **THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM OR FACEBOOK. BY ENTERING, YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM OR FACEBOOK.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**
- **SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.**

**BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU, A CLASS ACTION WAIVER, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**SPONSOR:** Pelican Products, Inc. (“Pelican” or “Sponsor”), 23215 Early Avenue, Torrance, CA 90505.

**OVERVIEW:** Pelican Products, Inc.'s 2019 Ultimate Photo Contest (the “Contest”) consists of two (2) separate contests: (i) the Ultimate “Show Your Team” Photo; and (ii) the Ultimate “Best Adventure” Photo. Judges will select the ten (10) finalist photos from among eligible entries submitted for each contest based on the criteria stated below. The ten (10) finalist photos will then be subject to a public voting period, and the photo that receives the most votes for each contest will be deemed the winner.

**ELIGIBILITY:** The Contest is open to individuals who are eighteen (18) years of age or older and have reached the age of maturity in their jurisdiction of residence as of the date of entry. Employees of Sponsor and its respective affiliates, subsidiaries, parent companies, sales representatives, agencies, dealers, retailers, wholesalers, distributors, and promotional and vendor agencies involved in the Contest, and the immediate families (spouse, parents, siblings and children) or household members of all such employees, are NOT eligible. The Contest is subject to all applicable national, state, and local laws and regulations. Void where prohibited or restricted by law or regulations. Participation

constitutes entrant's full and unconditional agreement to these terms and conditions and Sponsor's decisions, which are final and binding in all matters related to the Contest.

**HOW TO ENTRY:** There are two ways to submit entries:

1. **Sponsor's Webpage:** Please go to Sponsor's webpage at [www.pelican.com](http://www.pelican.com) and click on the Photo Contest link. Alternatively, you can access the Photo Contest link by visiting one of Pelican's Facebook pages: Pelican Life ([www.facebook.com/Pelican/](http://www.facebook.com/Pelican/)) or Pelican Professional ([www.facebook.com/PelicanProfessional/](http://www.facebook.com/PelicanProfessional/)). Once on the Photo Contest webpage, entrants will be able to select whether they would like to enter their photo in either the "Show Your Team" or "Best Adventure" contest. Complete the steps of the online entry process, including providing your contact information and submitting your Ultimate Pelican Photo, as described below.
2. **Instagram:** Please considering following @Pelican / @PelicanProfessional on Instagram. Tag @Pelican / @PelicanProfessional, and during the entry period stated below, post your photo with a caption that includes the following hashtags:
  - (i) *if entering the "Show Your Team" Photo Contest, use the hashtags #ShowYourTeam #PelicanPhotoContest; or*
  - (ii) *if entering the "Best Adventure" Photo Contest, use the hashtags #BestAdventure #PelicanPhotoContest.*

Only entries that contain the applicable hashtags will be eligible. Photos must also adhere to the entry criteria described below.

**CONTEST PERIODS:** The Contest consists of two (2) separate contests: (i) the "Show Your Team" Photo Contest and (ii) the "Best Adventure" Photo Contest. The entry periods, public voting periods, and the approximate prize award dates for each contest are the same. Specifically, you may enter either contest (or both, using unique photos for each contest) between **August 1, 2019** at 12:00 a.m. U.S. Pacific Time (PT) and **August 31, 2019** at 11:59 p.m. PT. The public voting periods for each contest will take place between September 2, 2019 at 5:00 p.m. PT and September 6, 2019 at 5:00 p.m. PT. The approximate award date for the two contests is September 15, 2019.

Each entrant may submit up to three (3) photos per each contest. However, if you choose to enter multiple photos into a contest, each photo entry must be unique (*i.e.*, no duplicate photos permitted).

***Entry Criteria:*** To participate in one of the two (2) contests, you will be required to upload a photo for each contest in which you wish to participate. Photos must be three (3) MBs or smaller, in JPEG or .jpg format, and must be 1080x1080 pixels.

**PLEASE NOTE:** Entrants must obtain the consent of anyone depicted in their photo prior to submission. Entry must be entrant's original creation and may not include copyrighted, trademarked, patented, or previously published material. Entry requiring

license or usage rights from any third party is not eligible. Entry may not include any conspicuous trademarked or copyrighted brand names/logos, except those of Sponsor. Users may use photo editing tools to blur out or otherwise conceal trademarked or copyrighted brand names/logos. Sponsor further reserves the right, but not the obligation, to make minor modifications, edits, or revisions to submitted photos, such as by blurring out copyrighted brand names/logos, in order to render photos in compliance with these Official Rules. Entry cannot defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's personal, proprietary, or intellectual rights. Entry cannot contain illegal or unlawful material, and must not promote bigotry, racism, harm, or discrimination. Entry must be consistent with Sponsor's reputation in the marketplace and must be suitable for audiences of all ages. Entries which, in Sponsor's or judges' sole discretion, contain any type of vulgarity or objectionable content will be disqualified. Entries that do not meet these stated criteria, or entries that (in Sponsor's or judges' sole discretion) may technically meet the stated criteria but do not reflect the intent and the spirit of the Contest, are not eligible.

Entry constitutes entrant's certification that s/he is the owner of the entry, has received the consent of anyone depicted in the entry, and is able and authorized to submit it. By submitting entry, entrant agrees to indemnify and hold harmless Sponsor, Facebook, Instagram, and their parent companies, subsidiaries, affiliates, sales representatives, agencies, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in this Contest from any and all claims, damages, expenses, costs (including reasonable attorney fees) and liabilities (including settlements), resulting from or relating to entrant's submission, or any information supplied or represented to Sponsor by entrant.

**SELECTION OF PRIZE WINNERS:** Entries submitted for each of the two (2) separate contests will be subject to a two-part judging process. Odds of winning depend on the number of eligible entries received for each of the two (2) contests and the quality of the entries received.

**PANEL OF JUDGES:** Entries will first be judged by a panel of judges selected by Sponsor, which will consist of Pelican employees. All decisions by the judges are final and binding on all entries. Entries will be judged on a 100-point scale by the panel based on the following three (3) criteria: (i) incorporation of photo theme (30%), (ii) creativity of theme presentation (40%), and (iii) quality of photo, aesthetics, and composition (30%). The judges will select the top ten (10) entries for each contest based on the stated criteria. In the event of a tie, the tied entry that scores highest in the creativity category will be deemed the potential winner. These ten (10) finalist photos will then be subjected to the public voting. The entry receiving the highest score will be declared the potential winner.

**PUBLIC VOTING:** The public voting period will begin at 5:00 p.m. PT on September 2, 2019 and end at 5:00 p.m. PT on September 6, 2019. To vote, go to [[www.pelican.com/us/en/discover/photo-contest](http://www.pelican.com/us/en/discover/photo-contest)] during the stated period to view the ten (10) finalist photos for each of the two contests. A person may vote for one (1) photo in each contest on a single visit, one time per day, during the public voting period. For example, a person may vote on the first day of the Public Voting Period for photo #6, and

then may vote again on the second day of the public voting period for the same photo (or any other photo). At the conclusion of the public voting period, the photo with the greatest number of votes in each contest will be deemed the winner of that Ultimate Photo contest. In the event of a voting tie, a judge selected by the Sponsor will cast one (1) vote between the tied photos to determine the contest winner.

**PLEASE NOTE:** Votes are subject to verification and validation by Sponsor. Entrants may use social media or comparable means to direct potential voters to the voting website and select their photos. However, in no circumstance may compensation be offered or suggested. By way of example, entrants may not participate in “vote swapping” or similar services, use automated or “bot” voting mechanisms, offer cash, run a sweepstakes or contest to obtain votes, pay for votes, or use any similar means to accumulate votes. In the event of questions about a specific vote-getting method, Sponsor reserves the right to disqualify, without notice, any entrant or any votes achieved through such means or who may use such means that Sponsor determines, in its sole discretion, is inconsistent with the intended fair play of the Contest.

**WINNER NOTIFICATION:** Potential winners will be notified on or about September 15, 2019 by phone, email, Instagram post, Instagram direct message, or regular mail, in Sponsor’s sole discretion. The potential winner will be required to respond within three (3) business days of notification, or the prize will be forfeited and an alternate winner will be chosen. Affidavit of eligibility (including SSN), prize acceptance form, tax information, assignment of rights, publicity release, and/or mutually acceptable liability releases may be required and, if so, must be returned within the reasonable specified time or Prize will be forfeited and an alternate winner chosen. The winner of each contest will be revealed on Sponsor’s Facebook pages after winner confirmation.

**PRIZES & APPROXIMATE RETAIL VALUES (ARV):** There will be one (1) winner for the “Show Your Team” Photo Contest and one (1) winner for the “Best Adventure” Photo Contest. The winner for each contest will receive the following:

PRIZE PACKAGE – “Show Your Team” Winner: Winner’s choice of \$2,500 in Pelican products available for purchase at pelican.com. Total ARV of Prize Package: \$2,500.

PRIZE PACKAGE – “Best Adventure” Winner: Winner’s choice of \$2,500 in Pelican products available for purchase at pelican.com. Total ARV of Prize Package: \$2,500.

*Additional Prize Details:* All taxes, fees, and surcharges on prizes are the sole responsibility of the winner. The winner will be issued an IRS Form 1099 for the fair market value of the prize inclusive of sales or other transaction taxes. Affidavit of eligibility (including SSN), prize acceptance form, tax information, assignment of rights, personal services agreement, publicity release, and/or mutually acceptable liability releases may be required where not prohibited. Any and all guarantees and warranties for merchandise prizes are subject to the manufacturer’s and/or service providers terms and conditions, and winner agrees to look solely to such manufacturers and/or service

providers for any warranty or guarantee claim. Prizes are non-transferable except in the sole discretion of the Sponsor and as stated below. No substitution or cash equivalent is allowed. Sponsor reserves the right to substitute prizes of the same approximate retail value. Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein, related to any prize, including but not limited to delivery, installation, service activation fees, and other expenses incurred by accepting the prize, are the sole responsibility of the winner.

PLEASE NOTE: With respect to the “Show Your Team” Prize Package, the prize will be awarded only to the entrant who submitted the photo entry, with the expectation that the winner may choose to share some portion of his/her prize with members of his/her team. Winner shall be solely responsible for determining how (if at all) he/she chooses to allocate prize, and Sponsor shall have no responsibility for resolving disputes between team members or otherwise determining allocation of the Prize Package.

**LICENSE TO ENTRY MATERIAL:** As a condition of entry, each entrant grants Sponsor a perpetual, irrevocable, royalty-free, fully sub-licensable and transferable worldwide exclusive license and permission to use, reproduce, edit, modify and exhibit, create derivative works of, transmit, distribute, and display the entry, in any and all media formats, whether now known or hereafter developed. With respect to the winning entry only, entrant further assigns all rights, title, and interest in the Entry to Sponsor, including the exclusive right to secure trademark and copyright registrations and other rights for that Entry anywhere throughout the world, the exclusive right to license, exploit, sell, assign, or otherwise dispose of the entry or any of the said rights included therein for any purpose which the Sponsor may see fit, and any and all subsidiary rights to the entry. Entrant will have no right of approval, review, or modification as to the future use, modification, or display of entrant’s entry. Entrant shall have no right of compensation from, credit or attribution, or approval over any use of Entry by Sponsor. Sponsor has the right but not the obligation to post any entry for worldwide viewing on the Internet. Entrants hereby forever waive and relinquish all so-called “moral rights (droit moral)” now or hereafter recognized in connection with any entry submitted as part of the Contest. Entrants agree not to issue any publicity concerning Sponsor. Entrants agree that neither Sponsor, nor its agents, shall be responsible for return or preservation of the Entries submitted. All entries that are posted on Sponsor’s website or elsewhere may be available to be viewed by the public.

Winner agrees that, as a condition of any prize award, all rights, title, and interest in his or her entry will be transferred exclusively to Sponsor, and agrees to execute any additional written authorization, assignment, or other papers requested by Sponsor in connection with the transfer and assignment of rights to his/her entry, and any such written papers requested will be required as a condition of obtaining the prize, or another winner will be selected.

**PUBLICITY RELEASE:** Please note that photos may be accessible for viewing by the general public on the Internet. By entering, entrants authorize the Sponsor to post their entries on the Sponsor’s webpage and social media accounts for viewing by a world-wide audience. Except where prohibited, acceptance of a prize constitutes winners’ consent

that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent. Submission of content to be posted online constitutes permission for same.

**RELEASE:** By entering, entrant agrees to accept and abide by the Official Rules of this Contest and agrees that any dispute with regard to the conduct of this Contest, rule interpretation, or award of prize shall be submitted to Sponsor, whose decision shall be binding and final. By participating, you release Sponsors, Facebook, Instagram, and their respective subsidiaries, affiliates, partners, employees, directors, and agents from any and against any and all injury, loss or damage including but not limited to, personal injury, death or damage to or loss of property, caused or claimed to be caused by your participation in the Contest. Entrant hereby agrees to defend, indemnify and hold harmless Sponsors and their respective officers, directors, employees, agents, parent companies, affiliates, subsidiaries, licensees, successors, assignees, against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by the entrant of any provision of this document, including, without limitation, Entrant's representations and warranties.

**ADDITIONAL RULES:** Entrant represents and warrants that: (i) he/she is the sole and exclusive owner of all rights to the entry submitted as part of the entry process, including without limitation all copyrights therein; (ii) he/she is the individual producing the entry; and (iii) the entry will not violate or infringe upon the copyright, literary, privacy, publicity, trademark, service mark or any other personal or property right of any person or entity. Entry materials/data that have been tampered with or altered are void. Sponsor is not responsible for: (i) lost, late, stolen, misdirected, damaged, garbled, or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsors on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest.

**LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL & CIVIL LAWS AND SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contest or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute

discretion, to modify, cancel, or suspend this Contest, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Contest as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any national, state or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without further obligation. If Sponsor in its discretion elects to so abbreviate the Contest, Sponsor reserves the right, but not the obligation, to award the prize from among all eligible entries received to date. All entries are the physical property of Sponsor and are not returnable.

**DISPUTES / CHOICE OF LAW:** EXCEPT WHERE PROHIBITED, EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY STATE OR FEDERAL COURTS SITUATED IN CALIFORNIA, (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES, (3) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, "SPECIAL DAMAGES"), AND (4) ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO SUCH DAMAGES MULTIPLIED OR INCREASED. CALIFORNIA LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE CONTEST AND ALL ASPECTS RELATED THERETO.

**PRIVACY:** As a condition of entering the Contest, each entrant agrees his or her personally identifiable information submitted as part of an Entry will be used to administer the Contest, select prize winner, and fulfill prize. Such information may be shared with Sponsor's agents and affiliates as necessary to administer the Contest, confirm winner identity or materials, and fulfill the prize. Information will be treated in accordance with Sponsor's Privacy Policy available at [www.pelican.com/us/en/about/privacy-policy](http://www.pelican.com/us/en/about/privacy-policy).

**WINNER'S LIST:** To receive any legally-required name of the winner, send a legal-size, self-addressed, stamped envelope within sixty (60) days of the end of the Contest to: Pelican's 2019 Ultimate Photo Contest, ATTN: Marketing, 23215 Early Avenue, Torrance, CA 90505. Winner's List to be available after September 20, 2019.

## **SHORT FORM DISCLAIMER**

**NO PURCHASE NECESSARY, void where prohibited.** 18+. Begins 8/1/19; ends 8/31/19. This is not a game of chance; winners selected based on stated criteria. Official Rules and details at [[www.pelican.com/us/en/discover/photo-contest](http://www.pelican.com/us/en/discover/photo-contest)]. Sponsored by Pelican Products, Inc., 23215 Early Avenue, Torrance, CA 90505.