

## **2017 "19 Weeks of the 119" Photo Contest**

### **SPONSOR**

Sponsor is Buck Knives, Inc., 660 South Lochsa Street, Post Falls, Idaho 83854-5200, USA ("Sponsor" or "Buck Knives").

### **TERMS**

The 2017 "19 Weeks of the 119" Photo Contest ("Contest") begins March 14, 2017 at 12:01 a.m. Pacific Daylight Time ("PDT"). Entries will be accepted until July 18, 2017 at 11:59 p.m. PDT. Information on how to enter and prizes form part of these official rules ("Official Rules"). By submitting an Entry, each entrant agrees to the Official Rules and warrants that his or her Entry complies with all requirements set out in the Official Rules.

### **CONTEST PRIZES & NOTIFICATION**

A total of nineteen Buck Knives 0119BKS Special Knives will be awarded throughout the duration of this contest. The estimated and verifiable retail value of this prize is \$96.00. Odds of winning depend on the number of Participants. Upon the end of the contest period, one of the 19 prize winners will be awarded a Customized 119 Special valued up to \$400.00. The winner will get to choose from an available list of materials to create a custom 119. Sponsor will pay for all shipping and handling costs. Method of shipment and delivery shall be at Sponsor's sole discretion.

Each selected potential prize winner will be notified by email or through their Facebook, Twitter or Instagram account the same week the winner was chosen (excluding weekends and Buck Knives observed holidays, in which the notification will be the next business day) beginning on or about **3/20/17** through the duration of the contest. If the Sweepstakes Administrator is unsuccessful in its attempt to reach and speak directly with the selected potential prize winner by email or social accounts after 3 attempts over a 72-hour period to the contact info on that participant's entry, then that participant may be disqualified, and at Sponsor's sole discretion, an alternate potential prize winner may be selected from among the remaining eligible entries and notified as per the procedures outlined above.

The potential prize winner must confirm his/her eligibility via email or social accounts. If the selected potential prize winner does not meet the eligibility requirements, or elects to decline the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate potential grand prize winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified participant selected as a potential grand prize winner will not receive any alternate prize substitution or compensation.

All of the following may apply to each potential grand prize winner: 1) prize winner will be required to complete and return, within **5 days** of date of receipt, a prize acceptance form, an affidavit of eligibility, and a liability/publicity release (where permitted; 2) prize winner may will be required to present a copy of a valid driver's license or government I.D. as a condition of receiving any prize.

Failure to collect or properly claim any prize in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, the grand prize winner will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

**NOTE:** In the event the prize winner is considered a minor in his/her state/province of residence, the prize(s) shall be awarded to the prize winner's legal parent or guardian, and the legal parent or guardian shall be required to complete all necessary paperwork on behalf of the grand prize winner, and accept delivery of the prize on behalf of the prize winner.

### **WHO MAY ENTER THE CONTEST**

Contest is open to individuals who are legal residents within the 50 United States and Canada, and who have reached the age of majority in their jurisdiction of residence on or before March 14, 2017. Contest is NOT open to employees of Buck Knives, vendors of Buck Knives that supply services, parts and/or materials to Buck Knives, and their immediate family members (spouse, parent, child, sibling, and the respective spouses of family members, regardless of where they live) or persons living in the same households of such employees and/or vendors, whether or not related, are not eligible. CONTEST IS VOID OUTSIDE OF THE UNITED STATES, CANADA AND WHERE PROHIBITED.

## **HOW TO ENTER THE CONTEST**

Each Contest Entry consists of an entry form and a single image. There is no entry fee. To enter, visit [www.facebook.com/buckknives](http://www.facebook.com/buckknives) and complete an entry form with the required information, including your name and email address and submit/upload your photograph that relates to the 119 Special or Buck Knives. Participants can also enter via Twitter ([www.Twitter.com/EdgeOfALegend](http://www.Twitter.com/EdgeOfALegend)) or Instagram (<http://instagram.com/buckknives>) using the hashtag #buckknives119. Individuals who have entered Contest according to these rules are Participants.

There is no limit on the number of Entries per Participant. Each Entry must comply with the following requirements (the "Photograph Requirements"):

Photographs must be in digital format. Only online entries will be eligible. No print or film submissions will be accepted for entry into this Contest. The photographs need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable. All digital files must be in JPEG or JPG format.

By entering the Contest, Participant represents, acknowledges, and warrants that the submitted photograph is an original work, and that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity. By entering the Contest, Participant represents, acknowledges, and warrants that no other party has any right, title, claim or interest in the submitted photograph; in the alternative, Participant represents, acknowledges, and warrants that he or she can and will obtain the release of said other party's right, title, claim or interest within ten (10) days if requested by Sponsor.

The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, sexually explicit, or otherwise objectionable or inappropriate content. The photograph and caption must not, in the sole and unfettered discretion of the Sponsor, contain images or content that is disparaging or defamatory of Sponsor or any other person or entity.

Watermarks are not acceptable. If Sponsor does not receive a non-watermarked version of the entry within ten (10) days following its request, the Entry will be disqualified.

All Entries must be submitted and received by July 18, 2017 at 11:59 p.m. PDT. Proof of submission is not proof of receipt. Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with these rules. All acceptable Entries will be eligible to win the weekly prize 119BKS and each weekly winner is eligible for the grand prize of a custom 119 Special, listed in these Official Rules, and will be judged separately in accordance with the Judging Criteria, as defined below.

**NO PURCHASE OR PAYMENT IS NECESSARY TO WIN.** Purchase of any item at the time of entry from Buck Knives or [www.buckknives.com](http://www.buckknives.com) will not improve chances of winning the Contest.

## **RELEASES**

If the photograph contains any material or elements that are not owned by the Participant and/or which are subject to the rights of third parties, and/or if any other persons appear in the photograph, the Participant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of majority in his or her jurisdiction of residence, the signature of a parent or legal guardian is required on each release. By entering the Contest, each Participant represents and warrants that he or she has obtained said releases.

Upon Sponsor's request, each Participant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request, or before the termination of the Submission Period, whichever occurs first) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph Entry, authorizing Sponsor and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the Entry in connection with the Contest and the promotion of the Contest and Sponsor, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and Sweepstakes, and selection of an alternate winner.

For the purposes of these Official Rules, each Participant will be deemed to be in receipt of Sponsor's request or notification (a) in the event that Sponsor sends the request by U.S. mail, five (5) business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor.

## **CONTEST JUDGING**

The Submission Period will run from March 14th, 2017 at 12:01 a.m. Pacific Daylight Time ("PDT"). Entries will be accepted until July 18, 2017 at 11:59 p.m. PDT. Entries submitted in accordance with these Official Rules, in the sole discretion of Sponsor, may be displayed on Sponsor's website, [www.buckknives.com/buck-knives/119/](http://www.buckknives.com/buck-knives/119/) or on [www.Twitter.com/EdgeOfALegend](https://www.Twitter.com/EdgeOfALegend), [www.instagram.com/buckknives](https://www.instagram.com/buckknives) or [www.facebook.com/buckknives](https://www.facebook.com/buckknives), before the termination of the Submission Period, if all requested Releases have been properly executed and received by Sponsor (see "Releases" section above). No voting or judging will occur until the termination of the Submission Period.

Each Monday beginning on March 20, 2017 throughout the duration of the contest the best photo submitted will be chosen by a Judging Panel and the winner will be awarded a 0119BKS-B 119 Special. All photos submitted are eligible throughout the duration of the contest. During Judging Period, a panel of representatives employed by Sponsor ("Judging Panel") will determine the ranking of the Finalists based on the following criteria: (1) relevance of the photo to the 119 Special or Buck Knives (2) apparent authenticity of the photo (3) creativity and interest of the photo. The determination of the Judging Panel shall be final and conclusive. The prizes will be awarded according to the "Contest Prizes" section above. Sponsor will announce weekly winner each week of the contest. Winners will be notified by email or through their Facebook, Twitter or Instagram account. Decisions of the Judging Panel are final and binding, provided the winning Participants have complied with the Official Rules.

Upon the end of the contest on July 24<sup>th</sup>, 2017 a grand prize winner will be selected from the 19 chosen finalists and will be awarded a Custom 119 Special as stated in the Contest Prizes and Notification Section. During Judging Period, a panel of representatives employed by Sponsor ("Judging Panel") will determine the ranking of the Finalists based on the following criteria: (1) relevance of the photo to the 119 Special or Buck Knives (2) apparent authenticity of the photo (3) creativity and interest of the photo. The determination of the Judging Panel shall be final and conclusive. The prize will be awarded according to the "Contest Prizes" section above. Sponsor will announce grand prize winner on July 24<sup>th</sup>, 2017. Winner will be notified by email or through their Facebook, Twitter or Instagram account. Decisions of the Judging Panel are final and binding, provided the winning Participant has complied with the Official Rules.

## **LICENSE**

By submitting an Entry, each Participant represents and warrants that he or she is the owner of the photograph (and all the intellectual property rights in the photograph submitted); further, by submitting an Entry, each Participant grants to Sponsor and its licensees an irrevocable, perpetual, worldwide non-exclusive license to reproduce, distribute, display, and create derivative works of the Entry in connection with the Contest and promotion of the Contest and the Sponsor without additional compensation, in any media now or hereafter known, including, but not limited to, Sponsor's website, Facebook page, Twitter page, Instagram page and any print media or advertising. Potential winners may be required to sign and return within seven calendar days following an attempted notification, an Affidavit, Declaration or Certificate of Eligibility, Liability Release, and where legally permissible, a Publicity Release and Warranty of Ownership and License in which the entrant warrants that he or she is the owner of the photograph (and all the intellectual property rights in the photograph submitted) and grants to Sponsor and its licensees the irrevocable, perpetual, worldwide non-exclusive license to reproduce, distribute, display, and create derivative works of the Entry in connection with the Contest and promotion of the Contest without additional compensation. Failure to execute and deliver any required documents to Sponsor by the specified deadline may result in disqualification from the Contest, and selection of an alternate winner.

**NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE WINNER.**

Display or publication of any Entry on an Authorized Party's website does not indicate the Participant will be selected as a winner or as a Finalist. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering the Contest, each Participant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Participants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

## **LIMITATION OF LIABILITY**

By entering this Contest, all Participants release, discharge, and hold harmless Buck Knives and its partners, subsidiaries, affiliates, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of Participant's participation in this Contest or any Contest-related activities and loss or damage, including injury, death or property damage related to the acceptance and use, misuse, or possession of any prize awarded hereunder.

By entering this Contest, each Participant agrees to defend, hold harmless, and indemnify Sponsor, its employees, agents, and representatives, from all costs or damages of any kind, including reasonable attorneys' fees, all as incurred, arising out of and related to claims that any part of the Entry submitted by the Participant is in violation of any person's privacy rights and/or intellectual property rights.

Buck Knives assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission, communication line failure, theft or destruction of or unauthorized access to Entries or Entry Forms, or alteration of Entries or Entry Forms. Buck Knives is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any Entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to Participants' or any other persons' computers related to or resulting from participation, uploading or downloading any of the materials related to this Contest.

## **CONDITIONS**

**THIS CONTEST IS VOID WHERE PROHIBITED.** Participants agree that this Contest shall be subject to and governed by the laws of the State of Idaho and the forum for any dispute shall be the Courts located in the County of Kootenai, State of Idaho, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief, or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded and any Participant expressly waives any and all such rights. Certain restrictions may apply. An Entry is void if it is illegible, incomplete, damaged, irregular, counterfeit, produced in error or obtained through fraud or theft.

By entering, Participant also agrees (a) to be bound by these Official Rules; (b) that the decisions of the Judging Panel are final and binding with respect to all matters related to the Contest; and (c) if the Participant wins that Sponsor may use the winning photograph and each Winner's name, photograph, likeness, and/or voice in any publicity or advertising related to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state, and local taxes, fees and surcharges (including income, sales, excise, and use taxes) on prizes are the sole responsibility of the prize Winners. In the event that the selected Winner(s) of any prize is/are ineligible, cannot be traced, or does/do not respond within three (3) days to a winner notification as required by the "Contest Prizes" section above, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another Participant.

The Sponsor reserves the right to verify the validity and originality of any Entry and/or Participant (including a Participant's identity and address) and to disqualify any Entry or Participant who submits an Entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute waiver of those rights.

## **RIGHT TO CANCEL OR SUSPEND CONTEST**

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs.

## **WINNERS LIST**

Participants are responsible for complying with these Official Rules. Winners' names will be available online at [www.buckknives.com/buck-knives/119/](http://www.buckknives.com/buck-knives/119/) on or before July 24th, 2017

## **DATA PRIVACY**

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the Participant's identity, postal address, email address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to Buck Knives at 660 South Lochsa Street, Post Falls, Idaho 83854-5200, USA. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.

Authorized Parties may use Participants' names, addresses and email addresses for future commercial contact from Sponsor, unless Participant declines such contact upon entry. Participants may opt out of commercial contact from Sponsor at any time. Authorized Parties will not sell, trade, give away or otherwise disclose Participants' contact information to any other party, except for Sponsor's own subdivisions, affiliates, associated entities, and/or licensees.