

# GIVEAWAY TERMS AND CONDITIONS

---

**Giveaways are cool and we wish the best of luck to all participants. Unfortunately everyone can't win, so here are the Contest terms and conditions from ProClip USA.**

Because all Entrants will be bound by these Official Rules of **ProClip USA** and they will create a legally binding agreement with respect to the Contest, please read them carefully. In order to enter the Contest all Entrants must agree to the terms of these Official Rules.

**No purchase necessary. A purchase or payment of any kind will not increase your chances of winning.**

ELIGIBILITY. No purchase necessary. The contest is only open to Entrants who, as of the entry date are permanent legal residents of the United States, the District of Columbia, or Canada and are at least eighteen (18) years of age. The Contest is void outside the fifty (50) eligible United States, the eligible Canadian provinces or territories (\*void in Quebec), and the District of Columbia (excludes all territories and possessions of the United States); and where prohibited or restricted by law. Employees of ProClip USA, its subsidiaries, affiliates, divisions, and the immediate families (defined as parents, spouses, children, siblings, grandparents, grandchildren and their respective spouses, whether by current marriage, past marriage, adoption or as in-laws) or members of the same household (whether related or not) of each such employee are not eligible to enter. Entrants who have previously won a prize from a ProClip USA Contest are ineligible to enter another ProClip USA Contest or giveaway for six (6) months. For the purpose of the Contest, the Entrant is considered to be the person who fills out the Contest entry. It is the person to whom the prize will be awarded if all Contest conditions are met. ProClip USA reserves the right to request a form of identification prior to prize remittance. Promotion is subject to all applicable federal, provincial, territorial, municipal, and local laws and regulations.

TIMING. The Contest entry period and timing for determination of winners is found in the specific contest details.

SPONSOR/ADMINISTRATOR. The “**Sponsor**” is: ProClip USA, 5026 Voges Road, Madison, WI 53718. The “**Administrator**” is: Acumium LLC, 717 John Nolen Drive, Madison, WI 53713.

ENTRY GUIDELINES. By participating in the Contest each Entrant agrees that ProClip USA may collect their personal information and that if the required information cannot be obtained, that Entrant may not be eligible. All information collected by ProClip USA will only be used in conjunction with the Contest and will be subject to ProClip USA’s Privacy Policy. By submitting an email address, each Entrant agrees to receive email correspondence from ProClip USA. Entries become the property of ProClip USA and will not be returned. Once submitted, entry cannot be modified, deleted or cancelled. All entries must be received by ProClip USA during the Entry Period. Any intellectual or industrial rights which were owned by Entrant will remain with Entrant, otherwise all entries become the property of ProClip USA and will not be acknowledged or returned. By submitting an entry each Entrant certifies that the entry is original and that they are the sole and exclusive owner and rights holder (if they are not the sole and exclusive owner and rights holder, the Entrant is certifying that they have obtained permission to submit the entry in the Contest), and that they have the right to submit said entry. Use of any automated system to submit entries is prohibited and will result in disqualification. In case of dispute, 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 natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. ProClip USA is not responsible for lost, late, stolen, incomplete, invalid, unintelligible, illegible, damaged, mutilated, altered, or misdirected entries, which will be disqualified. Nor is ProClip USA responsible for any computer, telephone, cable network, electronic, or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, Web site, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any technical error, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information. No facsimiles, photocopied or mechanically reproduced entries allowed. Proof of submission will not be deemed to be proof of receipt by ProClip USA. All Entrants

and entries subject to verification prior the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. On occasion, circumstances may require the rules of a contest be modified. Changes to these rules will be announced on the ProClip USA website or blog. ProClip USA reserves the right to interpret and apply all rules applicable to its contest and its interpretation and application will be final.

**AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Contest, each Entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of ProClip USA or its designee (including, without limitation, decisions regarding eligibility of entries, the selection of Entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

**CONTEST WINNER SELECTION; ODDS; NOTIFICATION.** Winners are selected either by random or by subjective analysis of most creative entries as specified in the contest announcement, unless the contest specific rules specify otherwise. ProClip USA reserves the right to choose a winner in the way dictated by the contest specifications and its interpretation and application of the selection rules shall be final. The odds of winning a prize will depend upon the total number of eligible entries received in the Contest. In the event that not enough eligible entries are received, not all the prizes will be awarded. The Entrants selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In order to be declared and be able to claim a prize, each person awarded will have to respond to ProClip USA within two (2) days of award. Unless impossible or impractical, prize will be mailed to the winner within sixty (60) days after the winner is selected, assuming a mailing address is secured from the winner within two (2) days of award. In the event that one of the conditions mentioned herein is not respected or the winner does not claim his or her prize, ProClip USA reserves the right to select a new winner and will be subject to the same terms and conditions. All potential winners are subject to verification by sponsor or administrator, whose decisions are final and binding without right of appeal. An entrant is not a winner of any prize, even if the promotion should so indicate, unless and until entrant's eligibility and the potential winning entry has been verified and entrant has been notified that verification is complete. Sponsor will not accept other evidence of winning in lieu of its validation process. Prize must be accepted as awarded. ProClip USA

reserves the right to substitute another prize of equal or greater value for the prize originally announced if the original contest prize is or becomes unavailable. Prizes are non-transferable and are not redeemable for cash or credit, in whole or in part.

**BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER.** Each selected potential winner who resides in Canada will be required to correctly answer a mathematical skill-testing question without mechanical or other aid.

**PRIZES.** Prize is found in the specific contest details. Prize is non-transferable and non-assignable, and is not refundable, and must be accepted as awarded. Prize is awarded "AS IS". Unused components of the prize shall be forfeited and have no redeemable cash value. No cash or other substitution may be made, except by ProClip USA, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize (or component thereof, including cash) of equal or greater value if the prize is not available for any reason as determined by ProClip USA in its sole discretion. Each winner is fully and solely responsible for any and all applicable federal, state, international and local taxes and assessments (including, without limitation, income taxes). Winners will be issued an IRS Form 1099 for the actual value of their prize. Entrants waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize in this Contest. ProClip USA is not responsible for fraudulent calls or emails made to Entrants by third parties.

**PUBLICITY.** Except where prohibited by law, participation in the Contest constitutes winner's consent to ProClip USA's use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state, country, and/or province for promotional purposes in any manner, consideration, notice, review or consent.

**GENERAL CONDITIONS.** ProClip USA reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in ProClip USA's opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond ProClip USA's reasonable control corrupt or affect the

administration, security, fairness, integrity or proper conduct of the Contest. In such event, ProClip USA reserves the right (but does not have the obligation) in its sole discretion to award the prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. ProClip USA reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and, should such an attempt be made, ProClip USA reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. ProClip USA's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

**RELEASE AND INDEMNITY.** By entering, each Entrant, to the maximum extent permitted by law, agrees to forever and irrevocably release, indemnify and hold harmless ProClip USA from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from Entrant's participation and/or entry in the Contest and/or Entrant's award, receipt or use of any prize awarded in the Contest.

**LIMITATIONS OF LIABILITY.** ProClip USA is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

DISPUTES. Entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Wisconsin; Entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Wisconsin for any such dispute and irrevocably waives any and all rights to object to such jurisdiction. For Quebec residents: Any litigation respecting the conduct or organization of a publicity Promotion may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

WINNER LIST. Requests for the name of the winner will only be accepted after the end of the Promotion Period. For the names of the winners, visit [blog.proclipusa.com](http://blog.proclipusa.com).