

# ***Family Handyman***

## **Upcycled DIY Contest**

### **(#295) Official Rules**

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER CONTENT MAY BE POSTED ON SPONSOR'S WEBSITES AND OTHER INTERNET CHANNELS, USED IN SPONSOR'S PUBLICATIONS AND PROGRAMMING, LICENSED/ASSIGNED TO OTHERS, OR USED AS OTHERWISE PROVIDED BY SPONSOR, IN SPONSOR'S SOLE DISCRETION, REGARDLESS OF ENTRANT'S ELIGIBILITY FOR THE CONTEST OR THE CONTEST PRIZE. ENTRANT AGREES THAT, IN THE EVENT OF AN INELIGIBLE ENTRY, THE OPPORTUNITY FOR THE SUBMITTED CONTENT TO RECEIVE PUBLICITY IS THE SOLE AND SUFFICIENT CONSIDERATION DUE TO ENTRANT AND THAT THE LICENSE GRANTED BY ENTRANT HEREIN SHALL BE AND REMAIN VALID AND IRREVOCABLE.

1. **Eligibility:** This Contest is open to legal U.S. residents residing in one of the 50 United States or District of Columbia and legal residents of Canada (excluding the Province of Québec) who are 18 years of age or older at time of entry. This Contest is sponsored by Home Service Publications, Inc. ("Sponsor"), the publisher of *Family Handyman*. Employees, officers and directors of Sponsor and its parent companies, affiliates, subsidiary companies, judging agents and promotion partners, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to participate. Contest is void where prohibited by law or otherwise regulated.
2. **How To Enter/Grant of Rights:** Contest begins at 12:00am Central Time on Nov. 1, 2023 and ends at 11:59pm Central Time on Dec. 31, 2023 (the "Deadline Date"). To enter visit <https://www.familyhandyman.com/upcycling-contest-2023> and follow the

Commented [RB1]: Need to confirm dates

Commented [RB2]: Will need to update link when we have the page live

instructions. All entries must include your full name, address, city, state/province, zip/postal code, telephone number and email address. Entries submitted in geographic areas in which the entry is not permissible will be disqualified. If entries do not contain all necessary information, entrant will be disqualified. Please be certain to follow all directions. Sponsor is the official timekeeper for this Contest. In the event the Contest is entered via a mobile device, Message and Data charges may apply.

- 3. Entrants must submit a video and two photos of their project.** Videos should have a maximum size of 270 MB. Videos should be no longer than 3 minutes. Entrants must also submit a brief description of their project with information about the inspiration for it, materials used and how they made it.

All entries become the property of Sponsor and will not be returned. Each submission must be the original work of entrant and must not infringe the copyright, trademark, privacy, publicity or other rights of any person or entity. Entrant must obtain requisite permission from any person who appears in a submitted video or photo to the grant of rights to Sponsor as set forth in these Official Rules. By submitting an entry for this Contest, you grant Sponsor, its parent company, subsidiaries, affiliates, partners and licensees all right, title and interest in the submitted entry, which includes the perpetual, royalty-free, worldwide, unlimited, irrevocable right and permission to use, promote, advertise, publish, broadcast, transmit, exhibit, perform and otherwise exploit (collectively, "use") your video, photos and any other information provided (collectively, the "submitted material") in any and all markets and media, by any and all methods or means, whether now known or hereafter devised, for any purpose whatsoever as Sponsor, its licensees and/or assignees may determine in their sole discretion (the "Licensed Rights"), including without limitation for the purpose of marketing, advertising, and promotion, regardless of your

eligibility for the Contest, and the right to use your name, likeness, voice, hometown (e.g., city and state) and biographical information about you in connection therewith. Sponsor reserves the right to edit, modify, add to, translate, reproduce and distribute the submitted material in any medium and in any manner as it deems appropriate, and you irrevocably waive any and all so-called moral rights you may have in the submitted material. This grant of rights is made without limitation upon time, circumstances, location, market, or medium of use, and includes without limitation all uses of the submitted material in all types of content, including but not limited to, the right to use the submitted material in connection with any other program(s), format(s), production(s), commercials, commercial tie-ins, product endorsements, licensing, product merchandising and/or merchandising of any kind, whether or not related to Sponsor, and also includes, without limitation, the right to use the submitted material to publicize, advertise and promote any and all programs, products or services of Sponsor, its affiliates, partners and licensees in any and all media. You also understand and agree that Sponsor may assign or sublicense the Licensed Rights and any and all rights associated therewith (in whole or in part) to any affiliate or any third party in its sole discretion and without providing any further consideration or notice to you. Sponsor may contact you via phone or email regarding your submission.

4. **Judging:** All entries must meet the Contest requirements. A panel of *Family Handyman* staff will review and select a winner in each of the following three categories: Best Overall, Most Innovative, and Most Practical. Winner selection will be based on the following criteria:

- Design & Execution: 30%
- Originality/Creativity: 40%
- Craftsmanship: 30%

In the event of a tie, the highest score in the Design & Execution criterion will break the tie. The winners may have

their submissions posted on the *Family Handyman* website and in other media.

5. **Winners and Prizes:** A total of 3 winners will be selected as follows: one (1) winner in the Best Overall category will be awarded US\$500; one (1) winner in the Most Innovative category will be awarded US\$500; and one (1) winner in the Most Practical category will be awarded US\$500. Each prize is not transferable and cannot be substituted or assigned by the winner, unless prohibited by law. Sponsor reserves the right to substitute a similar prize of equal or greater value in the event that the stated prize cannot be awarded for any reason. All taxes, if any, are the responsibility of each winner. Sponsor will not be responsible for any loss, liability or damage arising out of the acceptance or use of any prize(s). All prizes are guaranteed to be awarded, assuming a sufficient number of qualifying entries is received and meet the minimum judging criteria. The total approximate retail value of all prizes in this Contest is US\$1,500.
6. **Selection of Winners:** Winners will be determined and notified on or about February 28, 2024 by regular mail and/or email. Any winner will be required to execute a Statement of Eligibility, Release and Payment Authorization within 10 days of prize notification attempt or be disqualified and prize may be awarded to an alternate winner. In the event any winner is a minor in his or her place of residence, all required documentation must be signed by parent or legal guardian. Return of prize or prize notification as undeliverable will result in disqualification and an alternate may be selected.
7. **Conditions:** By entering, participants agree to be bound by these complete Official Rules and Sponsor's Privacy Policy, accessible at [www.tmbi.com/privacy-policy](http://www.tmbi.com/privacy-policy). Sponsor is not liable for any malfunctions or failures of any telephone network or lines, computer internet system, servers or providers, computer equipment, software, failure of any email on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer, mobile or any other device and/or its contents related to or

Commented [RB3]: Need to confirm dates

resulting from participation or downloading/uploading any materials relating to this Contest, or other technical difficulties or failures or other errors of any kind. Sponsor reserves the right to terminate or modify the Contest at any time for any reason. In such a circumstance, all winners will be selected based on entries received to date of termination. Sponsor also reserves the right to modify this Contest in the event an insufficient number of entries are received and/or an insufficient number of entries meet the minimum judging criteria. In the event that two similar entries are received, only the entry judged to best meet criteria as set by Sponsor will be included in the final judging. Entrants agree to indemnify Sponsor, its affiliated and subsidiary companies from and against any and all claims and liabilities arising out of or in connection with this Contest. In the event of any dispute regarding the identity of an entrant who submitted an online entry, the authorized account holder of the email address used for the entry at the time of entry will be deemed the entrant. "Authorized account holder" is defined as the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization (e.g. business, educational institute) that is responsible for assigning email address for the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the operation of the website or the entry process.

8. **No Recourse to Judicial or Other Procedures/Severability:** To the extent permitted by law, the rights 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 entrant expressly waives any and all such rights. In the event that a court of competent jurisdiction finds the foregoing waiver unenforceable, entrants hereby consent to the jurisdiction and venue residing exclusively within the federal or state courts sitting in Milwaukee County in the State of

Wisconsin and agree that 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. Entrants agree that these Official Rules are governed by the laws of the State of Wisconsin, without reference to principles of conflicts of law. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

9. **Anticipated Number of Entrants:** The total number of entrants anticipated nationwide is 300.
10. **Winners' List/Consumer Information:** If you do not want to receive future sweepstakes or skill contest postal mailings from Sponsor, specify your request and write to: *Family Handyman* Upcycling Contest (#295) Mailing List, P.O. Box 3125, Harlan, Iowa 51593-0191. To receive a list of winners, write to *Family Handyman* Upcycling Contest (#295) Winner List, P.O. Box 3063, Harlan, Iowa 51593-0127. Winners' list request must be received within one year of the Deadline Date.