

## **Davis Manufacturing Giveaway Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN, A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

### **1) Eligibility**

The Giveaway is open to professional grooming, kennel and veterinary business owners and employees in the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Entrants must have a physical address, not a PO Box. Employees of Davis Manufacturing & Packaging, Inc and other companies associated with the promotion of the Giveaway, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to federal, state, and local laws and regulations.

### **2) Sponsor**

The Giveaway is sponsored by Davis Manufacturing and Packaging, Inc., located at 541 Proctor Avenue, Scottdale, Ga. 30079.

### **3) Agreement to Official Rules**

Participation in the Giveaway constitutes the entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **4) Giveaway Period**

The Giveaway begins on Friday, February 7<sup>th</sup>, 2020 at 12:00pm EST and Ends on Friday, February 14, 2020 at 11:59pm EST.. Entries that are submitted before or after the Giveaway Period will be disqualified.

### **5) How to Enter**

Submissions will be accepted for the duration of the Giveaway by the contestant doing each of the following;

- Like the original contest post on Instagram
- Follow us @davismfg on Instagram
- Comment below, with why they would LOVE to win.

- Tag one or more friends in the comment section of the original contest post on Instagram.
- Limit one (1) entry per person throughout the duration of the Giveaway Period. Entries received from any person, email address, or household in excess of the stated limitation will be void. All entries become property of Sponsor and will not be acknowledged or returned. By entering this content (e.g., photo, video, text, etc.), You understand and agree that Davis Manufacturing and Packaging Inc., anyone acting on behalf of Davis Manufacturing and Packaging Inc., and Davis Manufacturing and Packaging Inc.'s licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. Without any further compensation, notice, review, or consent.

#### 6) Notification of Winner

Winners will be notified within five (5) business days of the prize drawing. The Sponsor will notify the winner who is randomly selected. Sponsor will attempt to notify the potential winner via Facebook Messenger/Instagram DM or through telephone number; if made available. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner from the entrant who is randomly selected for a second time.

#### 7) Prize

The prize is a Valentine's themed Gift basket of assorted Davis branded items. It will be shipped at no charge to the winner.

- 6- Cupid and Heart's Bandannas
- 1- Fire Engine Red Nail Polish, 0.5 oz.
- 1- Solid Satin Red Ribbon, 100 Yards
- 1- Cherry Berry Shampoo, 12 oz
- 1- Cherry Berry Cologne, 8 oz
- 2- Towel Magnets
- 1- Hand Protector
- 1- Valentine's Day themed dog toy

## 8) General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules. The Sponsor reserves the right in its sole discretion to disqualify an 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 undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## 9) Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor and each of their respective officers, directors, employees and representatives (the Released Parties) from an against any claim or cause of action arising out of participation in the Contest or receipt of use of the prize, including, but not limited to (a) any technical errors associated with the Contest; (b) unauthorized human intervention in the Contest (c) mechanical, network, electronic, computer, human, printing or typographical errors (d) any other problems or errors that may occur in connection with the Contest, including without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event or in any Contest-related materials; or (3) injury, death, losses or damages of any kind, to persons or property, which may be caused directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize. Entrant further agrees, that in no event shall the entrant be entitled to receive attorney's fees. Release Parties are not responsible for any incorrect or inaccurate information, whether caused by tampering or by any equipment associated with or utilized in the contest. Entrant waives the right to claim any damages whatsoever, including but not limited to, punitive, consequential, direct, or indirect damages.

## 10) Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Georgia. All issues and questions, concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Georgia, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Georgia.

#### 11) Privacy

Information collected from entrants will not be sold or shared with any outside sources.