

## **“Tools of the Trade” Giveaway OFFICIAL RULES**

Void outside the 50 United States, District of Columbia, and where prohibited. Do not proceed to enter if you are not at least 21 years of age, currently work in the construction industry, and located within one of the 50 United States, or the District of Columbia, at the time of entry. By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this sweepstakes.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**SWEEPSTAKES PERIOD:** The “Tools of the Trade” Giveaway (“Sweepstakes”) begins 08/15/13, and will run through 11:59 p.m. CT on 03/08/14. (“Sweepstakes Period”) No entries after the Sweepstakes Period will be accepted.

**SPONSOR:** *Modern Contractor Solutions*, 312 Lorna Square, Birmingham, Alabama 35216. (“Sponsor”)

**HOW TO ENTER:** During the Sweepstakes Period, visit [www.mcsmag.com](http://www.mcsmag.com) and follow the instructions provided to submit a completed online entry form to receive one (1) entry. There is no cost to register or enter. Entries generated by script, macro, or other automated means or practices, or by any means which subvert the entry process will be void. All entries must be submitted by 11:59 p.m. CT on 03/08/14, to be eligible. All entries become the property of Sponsor and will not be returned.

**LIMIT:** One (1) entry per person and per email address. Entries received from any person or email address in excess of the stated limitation will be void. You may only use one (1) email address to enter this Sweepstakes.

**ELIGIBILITY:** This Sweepstakes is open to legal residents of the 50 United States and the District of Columbia, 21 years of age or older, and currently working in the construction industry. Employees of Sponsor and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement, or promotion of the Sweepstakes and each of their respective parents, agents, affiliates, subsidiaries, and advertising and promotion agencies, and their immediate family members (regardless of where they reside) or household members, whether or not related, are not eligible to enter or win. “Immediate family members” shall mean spouses, parents, step-parents, children, step-children, siblings, step-siblings, and their respective spouses. “Household members” shall mean people who share the same residence at least three months a year.

**WINNER SELECTION/DRAWING:** On or about 03/10/14, Sponsor will conduct a random drawing from among all eligible entries received to select one (1) potential winner. Odds of winning depend upon the number of eligible entries received.

**WINNER NOTIFICATION:** Potential winner will be notified via email or phone. If such entrant selected as the “winner” is found to not meet the contest guidelines for entry, prize notification is returned as undeliverable, Sponsor is unable to contact potential winner or potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor’s discretion, an alternate winner may be selected.

**PRIZE:** Approximately \$18,000 worth of varied products and/or services from participating manufacturers. Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winner may not substitute, assign, or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winner is responsible for all applicable federal, state, and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor’s sole discretion.

**PRIVACY:** Registration at [www.mcsmag.com](http://www.mcsmag.com) is required to enter the Sweepstakes. When you register, we collect personally identifying information about you, including your name, complete mailing address, and email address. The information that you provide will be added to a centralized Sponsor database. By entering and providing the required registration information, you acknowledge that Sponsor may send you information, samples, or special offers it believes may be of interest to you about its publications or other complementary goods offered by Sponsor. Sponsor may also include your name and postal address in postal address lists that Sponsor will share with the participating manufacturers of the prizes in the Sweepstakes, but will not sell or rent such lists to third parties. For more information about how Sponsor uses the information you provide, see Sponsor’s privacy policy at [www.mcsmag.com](http://www.mcsmag.com).

**IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS SWEEPSTAKES.**

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at a AAA regional office in New York, NY; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages including attorney’s fees or any other damages, other than for entrant’s actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

**RELEASES:** By participating in this Sweepstakes, entrants agree to release Sponsor, and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of

their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use or misuse of the prizes.

OTHER: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled, or misdirected entries or registrations; or for lost, interrupted, or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing, or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Sponsor reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of these Official Rules. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Sweepstakes if the Sweepstakes is compromised by virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the Sponsor, corrupt or affect the administration, security, fairness, proper play or integrity of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the entry process. In the event of cancellation or termination, Sponsor reserves the right to select the potential winner in a random drawing from among all eligible, non-suspect entries received prior to date of cancellation or termination. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of the email account associated with the entry and he/she must comply with these Official Rules. The authorized account holder is the natural person who is assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.