

MAN CAVE of the Year 2012

Contest Rules

NO PURCHASE IS 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

Man Cave of the Year 2012 (the Contest) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of The Official Man Cave Site, Man Cave Gifts and other companies associated with the promotion of the Contest, 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 Contest is subject to federal, state, and local laws and regulations. Past winners of the Man Cave of the Year contests are not eligible.

2. Sponsors

The Contest is sponsored by The Official Man Cave Site, located at 109 3rd Street, Huachuca City, Arizona 85616 and Man Cave Gifts, located at 1779 Wells Branch Pkwy. #110B-275, Austin, Texas 78728.

3. Agreement to Official Rules

Participation in the Contest constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsors, 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. Contest Period

The Contest begins on May 29, 2012 at 12:01 AM Mountain Time and ends on December 31, 2012 at 11:59 PM Mountain Time (the Contest Period). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted from the contest start date of May 29, 2012 through September 30, 2012. There will be 11 finalists selected and posted on The Official Man Cave Site (ManCaveSite.org) beginning October 1, 2012. Visitors to The Official Man Cave Site will be allowed to vote for their favorite Man Cave. The voting period will be from October 1, 2012 through December 31, 2012 at 11:59 PM Mountain Time. The 1st place winner and the contest placement for the remaining finalists will be announced in January 2013.

5. How to Enter

Method of entry will be available online only by visiting The Official Man Cave Site's website (www.mancavesite.org). To be eligible for the contest you must email mancave@mancavesite.org to request your Man Cave be included in this year's contest. Make sure you include your name and "Man Cave of the Year 2012 Contest" in the email. Only those Man Caves listed in the "Cave Gallery" on ManCaveSite.org will be used. All submitted photographs for the contest will be added to the "Cave Gallery" on ManCaveSite.org and become property of "The Official Man Cave Site".

Limit one (1) entry per person, per email address and per household for the duration of the Contest Period. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of the Sponsors and will not be acknowledged or returned.

Content, photos or other material that are given when entering the contest that is defamatory, obscene, inappropriate, or contains content owned by a third party is strictly prohibited.

6. Eligibility & Awarding of Prizes

Eligibility of Prizes: NO PURCHASE NECESSARY. The age limit to be eligible for prizes is 18. Prizes will only be awarded & shipped to the Contest 1st place winner and finalists who reside and have shipping addresses in the USA (50 states). After receiving a prize, the winner and finalists agree to submit a photo via email of themselves holding their prize in their Man Cave. Photos of the winner and finalists with their prizes will be used by the sponsors for marketing, advertising and/or publicity of the contests, the Sponsors' organization(s) and/or businesses. Photos should be emailed to mancave@mancavesite.org within one month of receiving the prize. The requirement for this publicity release shall be void where prohibited.

Awarding of Prizes: On or about January 31, 2013, results from the online voting that took place between October 1, 2012 - December 31, 2012 will have been tabulated and the 1st place winner and finalists will be announced in order of where they placed in the online voting. All 11 finalists will receive a prize depending where they placed in the online voting. The odds of being selected as a finalist and winning a prize depends on the number of entries received. The Sponsors will attempt to notify all 11 finalists, also known as “prize winners” via telephone or email on or about February 01, 2013 regarding their prize. If the potential prize winners cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsors may select an alternate potential prize winner(s) in his/her place at random from the remaining non-winning, eligible entries.

7. Winner Notification

The potential prize winners will be notified by email or phone. Each potential winner that wins a prize will be required to complete, electronically sign and submit a Declaration of Compliance within fifteen (15) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential of any prize cannot be contacted, or fails to submit the Declaration of Compliance within the required time period, or prize is returned as undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning a prize is contingent upon fulfilling all requirements. In the event that a potential is disqualified for any reason, Sponsors will award the applicable prize to an alternate prize winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

8. Prizes & Shipping of Prizes

Prizes: Prizes are furnished by Man Cave Gifts (www.mancavegifts.com). The prizes are the following:

1st Place Winner: Man Cave Gifts \$200 E-Gift Certificate.

2nd Place Finalist: Personalized 3L Mini Oak Liquor Barrel (choice of any theme/design). Retail value: \$79.95.

3rd Place Finalist: Personalized Man Cave Sign (choice of any 3D gold relief). Retail value: \$46.95.

4th – 11th Place Finalists: Personalized Man Cave Coaster Set (Set/8). Retail value: \$13.95 for each set.

Each of the 1st – 11th place finalists/prize winners will also receive a Property of the Man Cave Bottle Opener.

No transfer, substitution, or cash equivalent for prizes except at Sponsors' sole discretion. Sponsors reserve the right to substitute a prize of equal or greater value if a prize cannot be awarded as described for any reason. Limit: One prize per person/family/household. Any prize winner shall sometimes be referred to hereinafter as the “Winner.” No transfer, substitution or cash alternative permitted, except by Sponsors in their sole discretion. The winning entry will be deemed submitted by the e-mail account holder associated with such entry, as solely determined by the Sponsors. Installation, insurance, registration, taxes, and any fees or costs associated with the prizes are the sole responsibility of each of the 11 prize winners. Prize is awarded “as is” with no warranty or guarantee, either express or implied. All 11 prize winners agree to look solely to manufacturer for any warranties on the equipment awarded.

Shipping of Prizes:

Shipping of prizes for 2nd thru 11th place finalists: Man Cave Gifts will pay for the shipping cost to each of the finalist's USA shipping address (50 states).

Shipping & ordering of prize(s) for the 1st place winner of the \$200 E-Gift Certificate: The 1st place winner can only have the product(s) they order shipped to one USA shipping address. In the event the winner orders multiple products in a single order, products may ship separately. Man Cave Gifts will only pay for the shipping of an order over \$149. Therefore, it is strongly encouraged that the 1st place winner uses the entire e-gift certificate or at least \$149 for product(s) in a single order per our online shipping policy. See the Shipping Information section at www.mancavegifts.com for shipping policy. * ALASKA & HAWAII ENTRIES: In the event that the 1st place winner resides in Alaska or Hawaii, the winner is responsible for any additional shipping charges. The \$200 E-Gift certificate can be used to cover shipping charges. Also, neon signs and neon clocks can not ship to Alaska or Hawaii due to vendor shipping restrictions. * TEXAS ENTRIES: Man Cave Gifts is located in the state of Texas. Therefore, in the event that the 1st place winner resides in Texas, the winner is responsible for any state of Texas sales taxes per Texas state tax law. The \$200 E-Gift certificate can be used to cover Texas state sales taxes.

9. 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, virus, bug, worm, 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 Sponsors in its sole discretion, the Sponsors may, in its sole discretion, either (a) 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 or (b) terminate the Contests and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsors reserve 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 damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsors reserve the right to seek damages (including attorneys fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsors to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

Winner's Release: Except where prohibited by law, each prize winner's entry and acceptance of the prize constitutes permission for the Contest Entities to use said winner's name, photograph, likeness, statements, biographical information, voice, photos/images & other media submitted for the Contest and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation.

Publicity Release: Additionally, all submissions by those who enter the Contest agree to grant to the Sponsors all rights to use any Entry that you submit, and the image, likeness, voice, name and photographs and other media in the Entry or otherwise submitted or provided by you in any publicity or advertising relating to the Entry or the Sponsors and the Contest, without compensation or approval (except where prohibited by law) in any and all media now known or hereinafter developed without territorial, time or other limitations.

10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsors, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized

human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems 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 and/or the flyover, if applicable, the incorrect downloading of the application the processing of entries application downloads or in any Contest-related materials; or (f) 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 (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorneys fees. 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 Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. 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 Arizona. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants 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 Arizona, 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 Arizona.

12. Privacy

Information collected from entrants is subject to sponsors privacy policy.

13. Winners List

The Contest 1st place winner and the remaining 10 finalists will be listed on "The Official Man Cave Site" , also known as www.ManCaveSite.org .