GRACO® FIELDLAZER™ GET IN THE GAME PHOTO CONTEST OFFICIAL RULES AND GUIDELINES

- **1.** *Promotion Period.* The Promotion Period for the Graco FieldLazer Get in the Game Photo Contest (the "Contest") begins September 15, 2012, 12:00 AM Central Time and ends December 15, 2012, 12:00 AM Central Time.
- **2.** *No Purchase Necessary.* No purchase or obligation is necessary to enter the Contest.
- **3.** *Eligibility*. Individual owners or employees of companies or organizations that maintain athletic fields, who are legal residents of the U.S. and Canada (excluding Quebec), and who are 18 years of age or older are eligible to enter. Contest void where prohibited or restricted by law. All federal, state, provincial and local laws and regulations apply. Employees of Sponsor and its respective affiliates, subsidiaries, divisions, and advertising and promotional agencies and members of the immediate families or households of such employees are not eligible to enter or win.
- **4.** *How to Enter.* To enter the Contest, visit the website of Sponsor at www.graco.com/getinthegame, visit www.facebook.com/fieldlazer, or follow the link provided to you by Sponsor or one of its promotional agencies, complete the on-line entry form and submit electronically. By submitting an entry, you acknowledge that you have read, understand, and agree to Sponsor's <a href="https://www.ferenses.com/Feren
- **5.** Selection of Winner. The winner will be selected through a process of online public voting followed by judging by Sponsor. Anyone who registers online at www.graco.com/getinthegame can vote for their favorite entry during the Promotion Period. Each registered user will be allowed one (1) vote per entry per day. After the Promotion Period, the five (5) entries that receive the highest number of votes during the Promotion Period will be judged by the Sponsor based on appropriateness to the Graco brand, creativity, image quality, and overall photo composition. Of these five (5) entries, the entry that most closely meets the criteria, as determined by Sponsor in its sole judgment, will be selected as the winner. The Sponsor reserves the right to maintain the integrity of the Contest (including the right to void votes) for any reason in its sole discretion, including but not limited to: (a) multiple votes from the same user from different IP or e-mail addresses; (b) fraudulent entry of votes (e.g., using a redirect, disguised or fraudulent link); (c) technical malfunctions of servers or internet connections; (d) users retracting their own votes; (e) technical or content upgrades that render votes incompatible

or inconsistent; and (f) inappropriate conduct in promoting votes (e.g., harassment or the use of spam).

- **6.** Contest Judges' Decisions Final. The decisions of the Contest judges on all matters relating to the Contest are final and may not be challenged, including, without limitation, matters relating to the eligibility of entries, the selection of entrants and the winner, and the awarding of prizes.
- 7. *Prize.* There is one (1) prize to be won, which consists of one (1) new Apple® iPad (black) with Wi Fi and 16GB of storage, model no. MC705LL/A (approximate retail value is US\$499.00). All federal, state, provincial and local taxes, if any, are the sole responsibility of the winner. Prize may not be substituted and is not refundable, transferable or redeemable by winner for cash. If prize cannot be awarded for any reason, Sponsor reserves the right, in its sole discretion, to provide a cash payment or substitute prize of comparable value. All decisions of Contest judges regarding the awarding of prizes are final and may not be challenged for any reason. ALL PRIZES AWARDED HEREUNDER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM SPONSOR, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- **8.** Claiming Prize. Entrant selected to win a prize will be notified via e-mail within thirty (30) days after the Promotion Period ends. At Sponsor's option, winner's notice of acceptance of a prize must be returned to and received by Sponsor together with a completed affidavit of eligibility and declaration of compliance with Contest rules, a release of liability and (where legal) a grant of publicity rights (allowing use of the winner's and winner's company's name, address, photograph image, voice, and/or likeness for promotional purposes without further compensation) within ten (10) days of notification. Winner may also be required to complete any such forms as may be required by taxing authorities and prize suppliers. Failure to comply with this paragraph 8 will result in prize forfeiture. Any prize not claimed will be made available to the next available selected entrant.
- **9.** *Winners List.* For a list of winners, send a stamped, self-addressed envelope, accompanied by a signed request, to Graco Inc., 20500 David Koch Avenue, Rogers, MN 55374, Attention: "GRACO FIELDLAZER GET IN THE GAME PHOTO CONTEST." Requests for winners lists must be received by January 31, 2012. Allow at least two weeks for delivery of winners list.
- **10.** *Sponsor.* This Contest is sponsored by Graco Inc.
- 11. Additional Conditions of Participation. By submitting an entry, participant agrees to all of the terms and conditions of these Official Rules and Guidelines and to the decisions of the Contest judges, whose decisions shall be final and legally binding in all matters relating to the Contest. Participant waives the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to redeem a prize and any liability that might arise from redeeming or seeking to redeem a prize. By participating, participant releases and agrees to hold harmless Sponsor and its affiliates, subsidiaries, divisions, advertising and promotional agencies and prize suppliers and their respective officers, directors and employees from and against any and all liability, including but not limited to any and all liability for injury, loss or damages to

persons (including death) and property, with respect to, or arising out of, participation in this Contest or in any activity related to this Contest, or any prize or the acceptance, use, misuse or possession of any prize. By accepting a prize, participant agrees to (where legal) the use of participant's and participant's company's name, address, photograph image, voice and/or likeness for promotional purposes without further compensation. Sponsor is not responsible for: (i) late-received, unintelligible, incomplete, lost or misdirected entries; (ii) entries which fail to comply with these Official Rules and Guidelines; or (iii) any failure of the websites during the Promotion Period, including any problems or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received 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 an entrant's or any other person's computer related to or resulting from downloading any material in the Contest, all of which may affect a person's ability to participate in the Contest. Any attempt to damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Any disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, exclusively by arbitration in Minneapolis, Minnesota pursuant to the rules of the Commercial Rules of the American Arbitration Association then in effect and applying Minnesota substantive law (without regards to choice of law or conflict of law principles) and subject to any limitation of liability set forth in these Official Rules and Guidelines. Any arbitration award shall be limited to participant's actual out-of-pocket expenses incurred, if any, and in no event shall participant be entitled to any indirect, special, incidental, consequential, exemplary, punitive or multiple damages or loss of business or profits, or recovery of attorneys' fees. Sponsor reserves the right to cancel and revoke this Contest due to printing errors or other mistakes in Sponsor's sole discretion. Sponsor cannot accept correspondence or telephone inquiries regarding the status of entries. Subject to any governmental approval that may be required, Sponsor reserves the right to terminate this Contest, in whole or in part, or to modify this Contest in any way, without notice and at any time, in the event any factor interferes with its proper conduct as contemplated by these Official Rules and Guidelines.

12. Disclaimer. The Contest is in no way sponsored, endorsed or administered by or with Facebook, Inc. Any comments or questions concerning the Contest should be directed to Sponsor.