

# 2020 Pinewood Derby Decal Design Contest

## Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. MANY WILL ENTER, BUT ONLY FOUR WILL WIN!**

**1. Eligibility:** The 2020 Pinewood Derby Decal Design Contest (the “Promotion”) is open only to legal residents of the 50 United States and the District of Columbia, who are 13 years of age or older and reside in the U.S. at the time of entry. Void elsewhere and where prohibited by law. Employees, directors, officers, and contractors of the Boy Scouts of America (“Sponsor”), including its subsidiaries and affiliated companies, and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion (collectively, “Promotion Parties”), and their immediate family members (parent, child, sibling, and spouse of each) and those living in the same households of each are not eligible. No purchase necessary to enter or win.

**2. Promotion Period:** The Promotion begins January 1, 2020, at 12:01 Eastern time, and ends February 7, 2020, at 11:59 p.m. (the “Promotion Period”).

**3. How to Enter:** During the Promotion Period, design an original decal for a Pinewood Derby car, then post a sketch, drawing or photograph of your decal design to your personal Facebook, Instagram or Twitter account with the hashtags **#designyourPWD** and **#BSAcontest** (each such post, an “Entry”).

**4. Entry Requirements:** In order to be eligible, your Entry must be an original design by you; , include the hashtags listed in Section 3 above, and must not: (a) contain obscene, profane, lewd, or defamatory material; (b) infringe or misappropriate any copyright, trademark, patent, trade secret, publicity rights, or privacy rights of any other person or business; (c) promote alcohol, illegal drugs, depict gambling references or tobacco use, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, any candidate for public office, or any pending legislation; (d) contain material that does not reflect the Sponsor’s values or may damage Sponsor’s highly-regarded reputation, as determined by Sponsor in its sole discretion, (e) defame, misrepresent, or contain disparaging remarks about Sponsor or its products or other people, products, or companies; or (f) contain any other material that Sponsor, its sole discretion, deems objectionable. Any Entry not in compliance with these Official Rules or not meeting Sponsor’s requirements will be disqualified. By entering this Promotion, you grant Sponsor an non-exclusive, irrevocable, royalty-free license to: (g) reproduce, distribute, create derivative works based on, display, perform, and transmit your Entry in any and all forms of media throughout the world, including the right to reproduce your Entry (and works derivative thereof) on merchandise sold and distributed by Sponsor and in advertisements and promotions therefor, all without additional compensation, attribution or notice to you, and (h) sublicense the foregoing rights to third parties of Sponsor’s choice. In addition, by entering this Promotion, you promise that your Entry is entirely original, you own all rights in the Entry, and you have the right to grant Sponsor a license to use the Entry, including any material embodied in the Entry, as described herein.

**5. Winner Selection:** On or about January 24, 2020, a panel of judges chosen by Sponsor will select four (4) design finalists (the “Finalists”) from among all eligible Entries received during the Entry Period. The judging panel will select the Finalists using the following criteria: originality, creativity, compliance with Pinewood Derby rules, Pinewood Derby industry trends, and ease of production. On or about January 31, 2020, Sponsor will post the Finalists on Sponsor’s Scout Shop Facebook page (<https://www.facebook.com/ScoutShopBSA/>), Instagram page ([https://www.instagram.com/scoutshop\\_bsa/](https://www.instagram.com/scoutshop_bsa/)), and Twitter feed (<https://twitter.com/scoutshopBSA>) and invite the public to vote for their favorite design by commenting (on Facebook or Instagram) or replying (on Twitter) on/to each design with a rank of “1” (favorite), “2”, “3” or “4” (least favorite). At the end of the Promotion Period, the Finalist with the most first place votes (i.e., the highest count of “1”s) will win the Grand Prize, the Finalist with the second most first place votes will win the Second Place Prize, the Finalist with the third most first place votes will win the Third Place Prize, and the Finalist with the lowest number of first place votes will win the Fourth Place Prize.

**6. Prizes, Approximate Retail Value (“ARV”) & Odds:** The Grand Prize winner will have his or her design reproduced on decals made by Sponsor and sold through its retail outlets, featured on Sponsor’s Scout Shop Facebook, Instagram, and Twitter pages, and receive a ScoutShop.org gift card valued at \$100. The Second Place Prize winner will receive a ScoutShop.org gift card valued at \$50.00. The Third Place Prize and Fourth Place Prize winners will each receive a ScoutShop.org gift card valued at \$25.00. Total approximate retail value (ARV) of Prizes in this Promotion is \$200.00. Gift cards are redeemable at Scout Shop retail outlets and on Scoutshop.org. No substitution, cash redemption, or transfer of Prize is permitted except at Sponsor’s sole discretion. **SPONSOR MAY, IN ITS SOLE DISCRETION, MAY SUBSTITUTE A PRIZE WITH AN ALTERNATIVE PRIZE OF EQUAL OR GREATER VALUE.** All federal, state and local taxes and all other costs associated with acceptance or use of the Prize are the sole responsibility of the winners. Arrangements for delivery of Prize will be performed after winner verification. Odds of winning a prize depend on the number of Entries received.

**7. Winner Verification.** The potential winners will be contacted by Sponsor via social media direct message to verify his/her their eligibility. Each winner will be required to sign and submit an affidavit of eligibility and release of liability and a publicity release within 10 days of being contacted by Sponsor. If a potential winner is under the age of 18, then his or her parent or legal guardian must also sign all required winner verification documentation. If a potential winner cannot be contacted, the message is undeliverable or any information requested from the potential winner is not received by Sponsor within the specified 10-day period, then the potential winner will be disqualified and the Sponsor will, in its sole discretion, either choose an alternate winner or choose to not award the prize.

**8. Privacy:** Sponsor will collect and use your information in accordance with the privacy policy published at <https://www.scouting.org/legal/privacy-policy>. Notwithstanding the preceding sentence, Sponsor may disclose your information to one or more of Sponsor’s service providers for the purpose of enabling them to perform a business, professional, or technical support function for Sponsor.

**9. General:** All federal, state, and local laws apply. This Promotion is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter, or Instagram (the “Social Media Platforms”). By entering this Promotion, you agree to release, discharge and hold harmless the Promotion Parties, the Social Media Platforms, and all prize providers from and against any and all liability or damages you incur related to this Promotion or your use or misuse of any prize received in this Promotion. The Promotion Parties are not responsible for any typographical or other error in the printing of the offer or administration of the Promotion. Acceptance of prize constitutes permission for the Sponsor and its agencies to use the winner’s name and likenesses for purposes of advertising and publicity without further compensation, unless prohibited by law. By entering this Promotion, you agree to be bound by the Official Rules and decisions of the Sponsor, which shall be final in all matters relating to the Promotion. Promotion Parties are not responsible for lost, late, misdirected, stolen, illegible, inaccurate, damaged, incomplete, non-delivered or postage-due mail; or for printing, distribution or production errors or for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Promotion, or by any human, or other error, which may occur in this Promotion. If, in the Sponsor’s opinion, there is any suspected or actual evidence of tampering with any portion of the promotion, or if technical difficulties compromise the integrity of the promotion, the Sponsor reserves the right to disqualify suspect entries and/or modify or terminate the promotion in a manner deemed reasonable by the Sponsor, in its sole discretion. The use of any automated, script, macro or robotic launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter repeatedly is prohibited. Any entry found or suspected to be submitted in this manner will be deemed ‘void’ by the Sponsor. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute regarding the identity of the person submitting an entry, entries will be declared made by the person’s name submitted at time of entry. Sponsor reserves the right to disqualify any individual who tampers with the Promotion or the websites or acts in a disruptive manner. This Promotion is offered only in the United States and is governed by the laws of the State of Texas. By entering, entrants irrevocably consent to the

sole and exclusive jurisdiction of the courts of the State of Texas located in the county of Dallas for any action, suit or proceeding arising out of or relating to this Promotion.

**10. Waiver:** By entering this Promotion, you waive all rights to a jury trial in any action or proceeding instituted in connection with these Official Rules or this Promotion. Any controversy or claim arising out of or relating to these Official Rules or this Promotion shall be settled by private mediation or, if such mediation is unsuccessful, binding arbitration in accordance with the with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Texas, Dallas County, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

**11. Waiver: IN NO EVENT WILL THE PROMOTION PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANTS' ACCESS TO AND PARTICIPATION IN THE PROMOTION. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL ENTRANTS. ENTRANTS SHOULD CHECK THEIR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

**12. Sponsor:** Boy Scouts of America, through its Supply Group division, 2109 Westinghouse Blvd., Charlotte, NC 28241.