

## **We are ISA Certified Contest Rules**

1. **SPONSOR:** The sponsor of this Contest is ISA located at 270 Peachtree St. NW, Suite 1900, Atlanta, Ga., 30303, United States.
2. **ACCEPTANCE OF RULES:** By entering the ISA Show off Your Credential Contest (the contest), you (participant) hereby accept and agree to these official rules of the contest. Any violation of the rules may result in disqualification.
3. **ELIGIBILITY:** To be eligible for the contest, participants must be a valid ISA credential holder.
4. **GIVEAWAY PERIOD:** The Contest period begins at 12 a.m. Eastern Time (ET) on 15 August 2021 and ends at 11:59:59 p.m. ET on 15 September 2021. Potential winners will be selected from entries properly submitted to the contest.
5. **VIDEO RELEASE:** By entering into the contest and submitting a video, participants grant permission to the rights of their image, likeness and sound of their voice as recorded on audio or video tape without payment or any other consideration. Participants should understand that the image may be edited, copied, exhibited, published or distributed and they waive the rights to inspect or approve the finished product wherein their likeness appears. Additionally, participants waive the right to royalties or other compensations arising or related to the use of their image or recording. Participants understand that the material may be used in diverse settings within an unrestricted geographic area. Photographic, audio, or video recordings may be use for but not limited to the following purposes:
  - a. Conference presentations
  - b. Social media presentations
  - c. Promotional presentations
  - d. Media Kits and media outreach
6. **CONTEST ENTRY INSTRUCTIONS:** You must be a current ISA credential holder in good standing. Internet access and valid email account required.
  - a. There is one method of entry for the contest. To enter submit a video, no more than 20 seconds, to [PR@isa-arbor.com](mailto:PR@isa-arbor.com).
  - b. Entries must be received within the contest period to be eligible for the contest. The entry must be submitted by the contest participant. The participant may only use one email address. Multiple entries received from any one participant beyond the limit will void all additional entries and the participant will be disqualified.
7. **SELECTION OF CONTEST WINNERS:** On Thursday, 16 September 2021 ten (10) ISA credential holders will be selected by a random draw from all eligible entries received during the contest period. The odds of being selected as a potential winner are dependent upon the total number of eligible entries received by ISA during the contest period.
8. **PRIZE CLAIM CONDITIONS AND NOTIFICATIONS:** ISA will notify the potential winner by email within three business days after the contest draw date by 6 p.m. ET. Please check your email. By entering the contest, you consent to ISA contacting you in this manner should you be selected to win a prize. The notification will contain instructions about responding and the potential winner must respond by email within five business days. At the sole discretion of ISA, disqualification, forfeiture of the prize, the selection of an alternative potential winner (who will be subject to disqualification in the same manner) may result from a potential winner's failure to: (1) respond to notification within the timeframe noted above; (2) provide ISA with satisfactory proof of eligibility; (3) return the fully executed release within the timeframe required; (4) validly claim the prize by 31 December 2021; or (5) comply with the official rules. ISA is not responsible for the failure for any reason

whatsoever of the potential winner to receive notification if properly sent as described above of for ISA to receive a potential winner's response. Upon completion of these activities, the potential winner be declared a winner.

- a. **PRIZES:** Subject to conditions herein, ten (10) winners will receive a prize package consisting of the following prizes: ISA Certified Arborist® or ISA Board Certified Master Arborist® Truck Decal (2 Winners) (estimated value \$86), ISA Credential logo polo shirt and logo traditional Tree Climber pants from ISA store powered by Arborwear (2 winners) (estimated value \$125)
  - b. ISA Credential patch and sticker (6 winners)
9. The prize may not be redeemed or exchanged for cash. The prize will not be replaced if lost or stolen. The prize is not redeemable for cash or transferable. No substitution will be allowed except, at ISA's sole discretion, a prize of equal or greater monetary value may be submitted. The prize will be awarded, provided it is validly claimed by XXXXXXXX after which no alternate winners will be selected, nor unclaimed prizes awarded. ISA makes no representations or warranties with respect to any prize. Any other costs or expenses related to accepting and/or using the prize not listed in these official rules are the sole responsibility of the winner. **ALL FEDERAL, STATE, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.**
10. **RELEASE:** By entering, each entrant agrees to defend, indemnify, release and hold harmless contest entities from and against any and all losses, demands, damages (including without limitation direct, indirect, incidental, consequential or punitive damages), rights, claims, injuries, actions and liabilities (including without limitation, any property loss, damage, personal injury or death caused to any person(s) of any kind arising out of or related to (i) entrant's participation in the contest, including access to and use of the website; (ii) any claims based on personality or privacy rights, defamation or prize delivery, (iii) entrant's acceptance, possession, use or misuse of any prize; or (iv) entrant's participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). The potential winner will be required to execute a declaration and release (release) that confirms (a) eligibility for the contest and compliance with these contest rules; (b) acceptance of the prize as offered; and (c) release of the contest entities from any and all liability in connection with the contest or acceptance, possession, use or misuse of any prize. The executed release must be returned within five (5) business days of the date indicated in the release or the potential winner will be disqualified and the prize forfeited.
11. **LIMITATION OF LIABILITY:** Without limiting the foregoing, the contest entities shall not be responsible for: (a) any incomplete or inaccurate information that is caused by website users, or by any of the equipment or programming associated with or utilized in the contest, or by any technical or human error within may occur in the processing of submissions in the contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration or entities; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judging organization or ISA for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing,

distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein. In any cause of action, the Contest Entities' liability will be limited to two hundred fifty dollars (US 250.00), and in no event shall the Contest Entities be liable for attorneys' fees and/or experts' fees and costs. By participating in the Contest, each entrant waives the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you. **ALL PRIZES ARE AWARDED "AS IS" AND CONTEST ENTITIES MAKE NO WARRANTIES, AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY PRIZE FURNISHED IN CONNECTION WITH THIS CONTEST.**

12. **PERSONAL INFORMATION/PUBLICITY:** ISA and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. By entering this Contest, you consent to such collection, use, and disclosure of your personal information. You may also be offered the opportunity to receive additional communications from ISA about its products, and upcoming Contest and promotions. The personal information will be hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States. Each Winner, by accepting the Prize, grants to the Sponsor an irrevocable, perpetual, unlimited, worldwide, royalty-free license and right to publicize, broadcast, display and/or otherwise use the Winner's name, picture, city, state of residence, statements, voice and likeness, biographical material, and the information contained in the Entry, in any media or format now known or hereafter devised, including but not limited to the World Wide Web, throughout the world in perpetuity for advertising and publicity purposes that ISA may conduct relating to the Contest, without additional review, compensation, permission or approval. The personal information collected through this Contest is subject to ISA's Privacy Policy, located at <https://www.isa-arbor.com/ISA-Privacy>. By entering this Contest, you agree to the use of your personal information as described in the above Privacy Policy.
13. **LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to point of sale, television, print or online advertising, the terms and conditions of the Official Rules shall prevail, govern and control.
14. **GENERAL RULES AND RIGHT TO TERMINATE/MODIFY:** By entering or participating in the Contest, participants agree to be bound by these Official Rules, the terms and conditions of the Website, and by the decisions of Sponsor, which are final and binding in all respects. Winning a prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of ISA and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document

referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof. ISA also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (i) tampering or attempting to tamper with the entry process or the operation of the Contest or any website operated by the Contest Entities; (ii) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any ISA property or service; or (iii) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. ISA reserves the right to correct any typographical, printing, computer programming or operator errors. ISA's failure to enforce any term of these rules shall not constitute a waiver of that provision. Any disputes that may arise hereunder shall be governed in all respects by the laws of the United States without regard to the conflicts of laws principles of any jurisdiction. If, for any reason, the Contest is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of ISA, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), ISA reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest or these Official Rules (or portion thereof), at any time and without notice or obligation. In the event of such cancellation, termination, modification or suspension, ISA will select a winner from all eligible, non-suspect entries received prior to such action, who will be subject to disqualification in the same manner.