Cattlemen’s Beef Board & Yamaha Viking™ 4x4 Contest

Official Rules

The Cattlemen’s Beef Board & Yamaha Viking™ 4x4 Contest (“Contest”) is void outside the lower 48 United States, the District of Columbia, and where prohibited. You may not enter this Contest unless you, at the time of entry, (i) are at least 21 years of age, (ii) are a legal resident of, and located within, one of the lower 48 United States or the District of Columbia, and (iii) pay assessments pursuant to the national beef checkoff, as established by the Beef Promotion and Research Act of 1985 (7 U.S.C. 2901-2918) and the Beef Promotion and Research Order (7 C.F.R. Part 1260). By participating in this Contest, you agree to be bound by these Official Rules and the decisions of the Sponsor (as defined herein), which are binding and final in all matters relating to this Contest.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ABILITY TO WIN.**

**CONTEST PERIOD:** Contest begins at 8:00 a.m. Mountain Time (“MT”) on March 16, 2015 and ends at 11:59 p.m. MT on June 7, 2015 (“Contest Period”). Round One of the Contest begins at 8:00 a.m. MT on March 16, 2015 and ends at 11:59 p.m. MT on May 10, 2015. Round Two Submission Period for Round One Finalists begins at 8:00 a.m. MT on May 13, 2015 and ends at 11:59 p.m. MT on May 22, 2015, and a Voting Period begins at 8:00 a.m. MT on June 1, 2015 and ends at 11:59 p.m. MT on June 7, 2015.

**SPONSOR:** Cattlemen’s Beef Board, 9000 E. Nichols Ave., Suite 215, Centennial, CO 80112 (“Sponsor”).

**HOW TO ENTER ROUND ONE:** Between 8:00 a.m. MT on March 16, 2015 and 11:59 p.m. MT on May 10, 2015 (“Round One Entry Period”), visit www.facebook.com/mybeefcheckoff, follow the directions to complete the online entry form, and provide a detailed ronse, containing 250 words or less and concerning your personal experience with the national beef checkoff, to the topic of the week posted by Sponsor on Facebook/MyBeefCheckoff (each, a “Round One Entry,” and collectively “Round One Entries”). There is no cost to enter. Round One Entries generated by script, macro or other automated means or practices, or by any means which subvert the entry process, will be void. All Round One Entries must be submitted during the Round One Entry Period to be eligible. All Round One Entries are final upon submission, become the property of Sponsor, and will not be returned.

**HOW TO ENTER ROUND TWO:** After each entry week is complete during Round One Entry Period, Sponsor will randomly select one (1) winning Round One Entry for each of the eight (8) topics of the week, for a total of eight (8) Round One Finalists (each, a “Round One Finalist,” and collectively “Round One Finalists”). In addition, Sponsor reserves the right to choose fewer than eight (8) Round One Finalists if, in its sole discretion, it does not receive a sufficient number of qualified and eligible Entries. Each Round One Finalist, in order to enter Round Two of this Contest, will be required to upload a video to the contest form on www.facebook.com/mybeefcheckoff that responds to a testimonial topic that Sponsor will share with all Round One Finalists on May 13, 2015, when it notifies Round One Finalists (each, a “Round Two Entry,” and collectively “Round Two Entries”) of video topic, video file-size and time requirements for the Round Two Entry. Each Round One Finalist will have approximately one (1) week to produce his or her Round Two Entry, and must upload and submit his or her Round Two Entry to the contest form on www.facebook.com/mybeefcheckoff by 11:59 p.m. MT on May 22, 2015 to be eligible for the Grand Prize. There is no cost to enter, but entrants must supply proof of payment of assessments pursuant to the national beef checkoff (e.g., auction market or private treaty receipt showing payment of the checkoff). All Round Two Entries must be submitted by 11:59 p.m. MT on May 22, 2015 to be eligible. After Sponsor review for appropriate video content and quality, official voting will occur from 8:00 a.m. MT on June 1 through 11:59 p.m. MT on June 7, 2015. If a Round One Finalist fails to submit a Round Two Entry by 11:59 p.m. MT on May 22, 2015, Sponsor shall have no obligation to select a replacement Round One Finalist. All Round Two Entries are final upon submission, become the property of Sponsor, and will not be returned.

No Round One Entry or Round Two Entry (each, an “Entry,” and collectively “Entries”) may contain, as determined by the Sponsor in its sole discretion, any content that:

* is sexually explicit or suggestive;
* is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional, sexual preference, or age group;
* is profane or pornographic;
* contains nudity;
* promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
* promotes any activities that may appear unsafe or dangerous;
* is obscene or offensive;
* endorses any form of hate or hate group;
* appears to duplicate any other submitted Entries;
* defames, misrepresents or contains disparaging remarks about other people or companies;
* contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors with company identification) owned by others, without permission;
* contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses;
* contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
* contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
* contains look-alikes of celebrities or other public or private figures, living or dead;
* communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate;
* violates any law; and/or
* comments on Government policy or action.

Each Entry must be in English, must be the unprofessional work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, right of publicity, or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein. Sponsor reserves the right, in its sole discretion, to: (i) verify any element of any Entry, related materials or entrant’s eligibility; (ii) to request additional information from entrant; and (iii) to disqualify any entrant whose participation may subject the Contest, Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule. By entering this Contest, you agree to provide any documentation or information deemed necessary by, and in a form acceptable to, Sponsor to satisfy the above requirement if asked by Sponsor to do so.

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason, including if it determines, in its sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

By submitting an Entry, entrant hereby grants Sponsor permission to post the Entry, or cause it to be posted, at https://www.facebook.com/MyBeefCheckoff (including all tabs and applications thereof) or other websites. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and reserve the right to remove any posted Entry at any time whatsoever and/or for any reason. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks, without the express consent of Sponsor in each instance.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC. (“FACEBOOK”). BY ENTERING, YOU UNDERSTAND YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO FACEBOOK. THE INFORMATION YOU PROVIDE WILL BE USED TO ADMINISTER THE CONTEST.

**LIMIT:** One (1) Round One Entry per person per week throughout the Round One Entry Period. Each person may only use one (1) email address to enter this Contest. Entries received from any person or email address in excess of the stated limitation will be void. One (1) Round Two Entry per Round One Finalist.

**ELIGIBILITY:** This Contest is open to legal residents of the lower 48 United States and the District of Columbia, who are 21 years of age or older, and who pay assessments pursuant to the national beef checkoff, as established by the Beef Promotion and Research Act of 1985 (7 U.S.C. 2901-2918) and the Beef Promotion and Research Order (7 C.F.R. Part 1260). Assessments will be verified as part of eligibility. Employees of Sponsor (Cattlemen’s Beef Board), McCormick Company, national beef checkoff contractors, Yamaha and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Contest and/or 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 out of the year.

**WINNER DETERMINATION:**

**Round One –** On or about the following weeks, one random Round One Finalist will be chosen by noon MT on the day following the last day of the weekly entry period and will receive a promotional prize item (Approximate Retail Value of each: under $30).

Week 1: 3/16/15 – 3/22/15

Week 2: 3/23/15 – 3/29/15

Week 3: 3/30/15 – 4/5/15

Week 4: 4/6/15 – 4/12/15

Week 5: 4/13/15 – 4/19/15

Week 6: 4/20/15 – 4/26/15

Week 7: 4/27/15 – 5/3/15

Week 8: 5/4/15 – 5/10/15

Sponsor will notify the randomly chosen Round One Finalists via email of Sponsor’s selection of them as Round One Finalists, and will move on to Round Two of the Contest. Following the conclusion of Round One of the Contest, there will be a time period allotted for the Round One Finalists to create their Round Two Entries. These Round Two Entries will then be voted on by the public to determine which Finalist should receive the grand prize.

**Round Two- Public Voting:** From June 1, 2015 at 8:00 a.m. MT to June 7, 2014 at 11:59 a.m. MT (“Voting Period”). Qualifying Entry videos will be posted in a Contest Voting post on Facebook at [www.facebook.com/MyBeefCheckoff](http://www.facebook.com/MyBeefCheckoff) for public voting. There will be a limit of one (1) vote per person (per valid Facebook account) per day throughout the Voting Period; votes received in excess of this daily limitation will be void. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. The one (1) Entry receiving the highest total number of valid votes will be deemed the potential Grand Prize winner. In the event of a tie, a random winner will be chosen from all tied Entries. Sponsor reserves the right to choose fewer than eight (8) Finalists. Two if, in its sole discretion, it does not receive a sufficient number of qualified and eligible Entries. Decisions, as determined by the Sponsor are final and binding in all respects. All results are unofficial until verified by Sponsor. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. **VOTE COUNTS DISPLAYED ONLINE MAY NOT BE ACCURATE. RESULTS ARE UNOFFICIAL UNTIL ALL ONLINE VOTES HAVE BEEN TALLIED AND VERIFIED BY SPONSOR. VOTES RECEIVED IN EXCESS OF THE STATED LIMITATION OF ONE (1) VOTE PER PERSON PER DAY WILL BE VOID.**

**WINNER NOTIFICATION:** Potential grand prize winner will be notified via email, phone and/or mail and will be required to complete and return an Affidavit of Eligibility/Ownership, IRS W9 form, License of Work and Release of Liability/Publicity within ten (10) days of date of notification, or a runner-up winner may be notified at the sole discretion of the Sponsor. If such documents are not returned within the specified time period, prize or prize notification is returned as undeliverable, Sponsor is unable to contact potential grand prize winner, or a potential grand prize winner is not in compliance with these Official Rules, grand prize will be forfeited and, at Sponsor’s discretion, a runner-up winner may be notified.

**GRAND PRIZE:** One (1) Yamaha Viking™ 3 passenger EPS 4x4 (Approximate Retail Value: $21,728.07). Yamaha, the manufacturer, has provided the Grand Prize to the Sponsor for this Contest without beef checkoff investment. Winner must have a valid U.S. driver’s license issued in his/her state of residence and proof of insurance to take delivery of the prize. Prize is 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. Released Parties (as defined below) disclaim all and any liability for the actual provision, quality or nature of any prize accepted by the winner. The awarding of any prize is contingent upon full entrant’s compliance with these Official Rules.

**PRIVACY:** When you enter the Contest, we collect personally identifying information about you, including your name, complete mailing address, and email address. Your information will not be sold or rented to third parties. Entrants must fully complete and submit all non-optional data requested on the entry form to be eligible. Incomplete Entries are void. Entrants may be given the option to receive educational e-newsletters about the beef checkoff programs from Sponsor; however, entrants are not required to opt to receive such educational e-newsletters. Eligibility to participate in the Contest is not dependent upon entrant’s consent to receive e-newsletters, and such consent will not affect entrant’s opportunity to win. IF YOU DO NOT WISH TO SHARE YOUR CONTACT INFORMATION WITH THE CATTLEMEN’S BEEF BOARD, PLEASE DO NOT ENTER THIS CONTEST.

**LICENSE FOR USE OF ENTRIES:** By submitting an Entry, each entrant grants, and represents and warrants that the entrant has the rights and authority necessary to grant, Sponsor an irrevocable, non-exclusive, fully sub-licensable license and right to exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, any photos or captions submitted and the names and likenesses of any individuals or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation or notification to, or permission from, entrant or any third party.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Contest, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or the prize 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 attorneys’ fees or any other damages, other than for entrant’s actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and entrant further waives all rights to have damages multiplied or increased.

**RELEASES:** By participating in this Contest, entrants agree to release Sponsor (Cattlemen’s Beef Board), Facebook, Yamaha, Meredith and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Contest 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, death or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Contest and/or acceptance, use or misuse of any prize (or portion thereof).

**MISCELLANEOUS:** Released Parties are not responsible for (i) lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected Entries, photos, captions, “likes”, votes and/or emails, (ii) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility, (iii) miscommunications, (iv) failed computer, satellite, telephone or cable transmissions or lines, (v) technical failure, (vi) jumbled, scrambled, delayed or misdirected transmissions, (vii) computer hardware or software malfunctions, failures or difficulties, or (viii) other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, photos, captions or emails, the announcement of the prize, the tabulation of votes, or in any Contest-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 Contest. 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 Contest or downloading materials from or use of the website. Sponsor reserves the right, in its sole discretion, to disqualify any person who tampers with the entry process or the operation of the web site, or who is otherwise in violation of these Official Rules. In the event of cancellation or termination of this Contest or any part thereof, Sponsor reserves the right to determine the potential winner from among all eligible, non-suspect Entries received prior to the date of cancellation or termination using the judging criteria. In the event of a dispute regarding online entry, each Entry will be deemed to have been submitted by the authorized account holder of the email account associated with the Entry, and that authorized account holder 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 CONTEST WEBSITE OR WEBSITES USED IN CONJUNCTION WITH THIS CONTEST, OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST 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.

Except where prohibited by law, entry constitutes permission to use each entrant's name, hometown (city and state), voice, biographical information, likeness, photograph and any statements regarding this Contest in all media now known or hereafter discovered, for any purpose, including without limitation, in connection with, and to promote, market or advertise, the Contest, in whole or in part, without review, approval, credit or attribution, notification or payment from or to entrant or any person or entity, worldwide, in perpetuity, or on a winner’s list, if applicable. Contest is subject to all applicable U. S. federal, state and local laws and regulations.

**WINNER’S NAME**: For a list of the names of winners, available after June 30, 2015, send a separate, self-addressed, stamped envelope to Winners List Cattlemen’s Beef Board & Yamaha Viking™ 4x4 Contest, McCormick Company, 9245 Northpark Drive, Johnston, IA 50131.