

# MISS ISOC CONTEST – 2011/2012 Official Rules

## NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Miss ISOC (the "Contest") is open only to legal female 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 and who are not bound by a modeling or similar contract with a modeling company. Employees of ISOC Racing/ Long Haul Trucking ("Sponsor"), any promotional partners and their parent entities, subsidiaries and affiliated companies, advertising, promotion, or production agencies, Web masters and Web suppliers, any companies who are performing work for ISOC Racing at the request of ISOC Racing (and their respective IRS dependents, immediate family members [children, spouse, parents, siblings] and individuals residing in their same household) are not eligible to participate. The Contest is subject to all applicable federal, state, and local laws and regulations and is void in Puerto Rico and where prohibited.

2. Sponsor: ISOC Racing , PO Box 167, 6600 Jansen Avenue NE, Albertville, Minnesota 55301. 763-497-8474.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on October 1, 2011at 8:00 a.m. Central Time, ends on October 30, 2011 at 11:59 p.m. CT

Sponsor's computer is the official time-keeping device for the Contest.

5. How to Enter: Visit www.ISOCracing.com (the "Site"), and follow the links and instructions. Download the BIO form and email the completed form and photos to <u>Vivian@ISOCracing.com</u>. You must provide all information requested including a minimum of three (3) maxiumum of five (5) recent and different photographs of

yourself in JPEG format, (the "Submitted Photographs") including headshot & full body. No photos with nudity will be permitted. Only the Entrant (defined below) should appear in the Submitted Photographs. **All photos must be a maximum of 3 MB (3000 KB) in size and must not infringe or violate any right of any third party or entity, including but not limited to copyright, right of publicity, and right of privacy. Please be sure to retain the original photographs, as Semi-Finalists may be required to submit the Submitted Photographs in greater resolution.** 

Upon successful entry, a confirming email will be sent to the email address you provided. By sending your Submission, you agree that your Submission conforms to the Photo Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions.

# **Photo Guidelines:**

- Each entrant must submit a maxium of five (5) and minimum of three (3) recent and different photographs of themselves in .JPG format, including headshot and full body
- All photos must be at least 500k in size.
- Only the entrant should be in the photographs.
- No photographs taken prior to 1 year from date of entry.
- Any submitted photographs exhibiting entrant's nipples or genitals will be rejected. The determination of whether any image exhibits entrant's nipples or genitals is at the sole discretion of Sponsor.

# **Content Restrictions:**

- The Entrant's photographs may not infringe upon the copyrights, trademarks, rights of privacy, publicity, or any other intellectual property or legal or moral rights of any third party, living or deceased (e.g., names, logos, symbols, slogans, images that belong to others, images of other people, quotes from other people, or parodies of other people);
- The Submission must not disparage Sponsor, Administrator, Promotional Participants or any other person or party affiliated with the Contest;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must be non-confidential;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not feature gratuitous violence, dangerous stunts, real weapons of any kind, drug use, material that is hateful or defamatory, slanderous or libelous, or that promotes bigotry, racism or harm against a

group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and

- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.
- The entrant and all content must not be bound by a modeling or similar contract with a modeling company.

# The Grand Prize Winner (defined below) must agree not to sign or become bound by a modeling or similar contract with a modeling company or other third party who represents more than one model prior to November 1, 2011.

Limit: Each entrant may send one (1) Submission by the applicable Submission deadline. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, without further payment, notification, permission or other consideration. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. You acknowledge that, by entering your Submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. Sponsor is not responsible for the content of the Submission. You are solely responsible for the content of your Internet Entry. Posting of a Submission on the Site is not verification that the Submission is a qualifying entry. Before being judged, all Submissions will be reviewed for content. Sponsor makes the final determination as to what submissions are eligible to take part in the Contest. All submissions are subject to administrative approval. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions: all of which will be void.

In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

6. Winner Determination: Winners will be determined according to the process set

## forth below.

After upload on the Site, each Submission will be available for fan (each a "Fan") voting. Persons who are 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 will be eligible to register as a Fan on the Site and vote for the Submission they believe has the most public appeal. Sponsor will, in its sole discretion, select the winner based the following criteria ("Judging Criteria") upon their evaluation of the Entrants' attractiveness and photogenic qualities (50%), fan voting and self promotion (45%), Judges panel decision based on attitude and effectiveness during live interview (5%).

Selected Entrants may be required to provide additional information or proof of copyright ownership, in Sponsor's sole discretion. Sponsor reserves the right to contact an Entrant for any reason relating to the Competition. Each vote each Submission gains will also go towards that Submission's score in the Fan Voting and Self Promotion category of the Judging Criteria, as listed above. Limit: Each Fan may vote one (1) time per day until the applicable Fan Voting end date. Multiple votes received from any person or email address in excess of the stated number 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 top five (5) Entrants with the most fan votes will become the "Finalists." Sponsor will choose from the Finalists one (1) Miss ISOC and one (1) alternate a/k/a runner-up.

Proof of Citizenship & Age Requirements: All Local Market Finalists will be required to submit copies of two (2) forms of identification and sign the ISOC Racing model release form. At least one of the forms of identification must be a valid governmentissued ID that includes a photograph of the Semi-Finalist and her date of birth (such as a driver's license, passport, or state identification card). The other form of identification must verify the Semi-Finalist's identity (such as a school or employer identification card or birth certificate).

All of the above-referenced materials, and all other materials/forms requested in accordance with these Official Rules, must be returned to ISOC Racing at the following address (ISOC Racing., Attn: Miss ISOC Search, PO Box 167, 6600 Jansen Avenue NE, Albertville, Minnesota 55301) so as to be received by the deadline requested by ISOC, or Entrant may be disqualified. **THE RETURN OF ALL REQUIRED DOCUMENTATION IN A TIMELY MANNER IS THE RESPONSIBILITY OF THE ENTRANTS; WHO DO NOT RETURN ALL REQUIRED DOCUMENTATION IN A TIMELY MANNER IS THE RESPONSIBILITY IN A TIMELY MANNER WILL BE DISQUALIFIED.** 

All Contestants will be featured on the Sponsor's Facebook page

http://www.facebook.com/AMSOILCHAMPIONSHIPSNOCROSS SERIES. Fans will be able to vote for the Contestant with the most public appeal. Fans must be registered Facebook users and abide by all Facebook rules and guidelines as detailed here http://www.facebook.com/terms.php. Fan voting on the Sponsor's Facebook page, will continue until October 30, 2011.

After the Fan Voting conclusion a panel of qualified judges determined by Sponsor in its sole discretion will select one (1) winner and one (1) alternates based on the criteria ("Judging Criteria").

7. Winner Requirements: The Winner must be able to attend all eight (8) National AMSOIL Championship Snocross Series events as scheduled and attend pre-event kick-off events as scheduled. Not all venues will have a kick-off event. Those are TBD. Travel days may be adjusted in front of or on the backside of the National main events.

National Tour Schedule:

AMSOIL Duluth National November 25-27, 2011 Duluth, MN
Ironwood National December 10-11, 2011 Ironwood, MI
Canterbury National January 6-8, 2012 Shakopee, MN
Vision KIA Eastern National February 3-4, 2012 Farmington, NY
MI National February 11-12, 2012 TBA
Fargo National March 2-4, 2012 Fargo, ND
ERX National March 10-11, 2012 Elk River, MN

Nielsen Enterprises Grand Finale March 16-18, 2012 Lake Geneva, WI

Potential Finalist winner will be notified by email or phone on or around the dates listed in the chart above in Section 4, and the potential Finalists will be notified by email or phone on or around November 1, 2011. They will be notified as to when they should be available for a personal interview with the Judging Panel. Except where prohibited, each potential Finalist and Alternate Finalist entrants and Grand Prize winner member will be required to sign and return a signed and notarized Eligibility Affidavit & Release of Liability/Publicity Release Form (hereinafter "Affidavit & Release"), which must be received by Sponsor within three (3) days of the date notice or attempted notice is sent, in order to claim her standing and associated prize. Failure of any Finalist or Alternate Finalist to complete and return an Affidavit & Release will result in disqualification of the Finalist or Alternate Finalist, and an Alternate Finalist will be selected. The Affidavit & Release will be sent to the Primary Contact for the Finalists and Alternate Finalists via email to the email address submitted upon Contest entry. In order to be eligible for any prizes the Affidavit & Release requires all Finalists and Alternate Finalists to agree to participate in all phases of the Contest and in any public relations events for the Contest. The failure to return the signed and notarized Affidavit & Release within three (3) business days of receipt, or the return of any documents as undeliverable, or finding that a potential winner is ineligible or not in compliance with these Rules will result in the disqualification of all band **members from the Contest.** If documents are not returned on a timely basis, or if prize or prize notification is returned as non-deliverable, or if a potential winner is found to be ineligible or not in compliance with these Official Rules, such prize will be forfeited and, at Sponsor's discretion, awarded to an alternate winner, provided sufficient time remains to verify alternate winner, otherwise prize will not be awarded. By signing the Affidavit & Release, each Finalist warrants and certifies, among other things, that (1) they are in compliance with the Rules, (2) photos submitted were not more than 1 year old at time of submission, and (3) within the last three (3) years no entrant have signed or been bound by a modeling or similar contract with a modeling company. Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach or alleged breach of these terms or your conduct in creating your entry or otherwise in connection with this Competition.

8. Prizes: ONE (1) GRAND PRIZE:

The Grand Prize Winner will receive:

- Immediate exposure at AMSOIL Championship Snocross Series Events (8 scheduled main events)
- Travel and hotel accommodations for scheduled main events
- Portfolio photo session with ISOC's official photographer
- Studio video clips with Emmy nominated TV Producing staff
- Podium / Interview exposure with mic time
- Sponsor clothing commercials
- Sponsor clothing for appearances -- and it's yours to keep at the end of the season
- Air time on SledHead 24/7
- Personal appearances at pre-event kick-off promos

## TRAVEL:

Accommodations at a hotel determined by Sponsor in its sole discretion (double room); ground transportation to be expensed to and from events when driving is necessary,; and/or airport, hotel, and event venue. Winner is expected to be at all eight (8) AMSOIL Championship Snocross Series main events at scheduled and be available for press, photoshoots, etc. during this time.

Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel times acceptable to Winner. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of Winner. Winner must comply with all airport and venue security requirements; or prize will be forfeited in its entirety and may be awarded to an alternate winner, provided sufficient time remains to verify alternate winner and ticket prize, otherwise prize will not be awarded. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to Winner's proximity to event location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion.

#### Total estimated ARV for Grand Prize: \$5,000.00

For all Prizes: Unless otherwise noted, each prize element is limited to a single prize per Winner. Prize will be awarded to the entrant identified at the time of Submission as the Primary Contact. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is solely responsible for all taxes and fees associated with prize receipt and/or use.

9. Release: By receipt of any prize, winners agree to release and hold harmless the Sponsor, Administrator, the producers and judges of any Competition event, their respective parents, subsidiaries, affiliated companies, marketing and other agencies, and their respective directors, officers, employees, agents, licensees and assigns (collectively, "Released Parties") against any and all claims, liability, losses or damages of any kind to persons, including death, or property without limitation arising out of or in connection with, in whole or in part, directly or indirectly, his or her participation in this Contest or Contest-related activity, or for any injury, including death, or damage caused, or claimed to be caused, by use or redemption of any prize, or for any printing, production, technical, typographical, human or other error in the printing, offering or announcement of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the Winner from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disgualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any

part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE AND/OR PRINTING MATERIAL DOWNLOADED FROM www.ISOCracing.com OR ANY OTHER WEB SITE ASSOCIATED WITH THIS COMPETITION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW 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 YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court or the appropriate Minnesota State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest,

shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

13. Entrant's Personal Information: By participating in this Contest, you acknowledge and agree that Sponsor may collect the personal information submitted by you, and use the information pursuant to Sponsor's privacy. Notwithstanding the foregoing, please note that Sponsor is collecting your personal information solely for the purposes of administering the Contest and sending you communications concerning this and future Contest and Uproar Festivals.

14. Winner and Official Rules: For name of the winner and alternates visit <u>www.ISOCracing.com</u> after November 28, 2011.