

## Official Rules

1. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.
2. PARTICIPATION CONSTITUTES ACCEPTANCE OF RULES AND DECISIONS, CONSENT TO USE AND RELEASE OF CLAIMS. By entering this contest, each participant warrants that he or she has read and agrees to abide by all contest rules and that he or she is not prohibited from participating in the contest. Participation in this contest constitutes participant's full and unconditional acceptance of these Official Rules and the decisions of Taymark, Inc. ("Taymark"), its parents, affiliates, employees and agents, which are final, binding and non-negotiable in all respect. Each participant agrees to release, discharge, indemnify and hold harmless Taymark and its parents, affiliates, shareholders, employees, officers, directors, agents, representatives, advertising and promotion agencies and prize suppliers from any liability arising from or related to the contest, including without limitation, (a) unauthorized human intervention in the contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) personal injury, death, and property damage; and (f) claims based on publicity rights, defamation, or invasion of privacy. Further, participants fully and unconditionally release all claims for consideration, copyright infringement and all other claims of any nature relating to the use of their entry, name or likeness.
3. Eligibility: This contest is open to Middle School students in grades 6, 7 and 8 who are U.S. residents. Individuals 17 years of age or younger must have parental consent to enter this contest. Proof of age and identity must be furnished upon request. Employees, agents, independent dealers and affiliates of Taymark and its agents, affiliates and immediate family members of all such persons, are not eligible to participate in this contest. Taymark reserves the right, at its sole discretion, to cancel, terminate, suspend, or amend this contest at any time for any reason. Taymark further reserves the right to amend these contest rules at any time without prior notice, at its sole discretion. Taymark reserves the right to disqualify any participant for any reason, including, but not limited to, violation of these Official Rules, copyright infringement or infringement of the rights of a third-party.
4. TO ENTER: This contest will run on or about September 1, 2012 through April 15, 2013 ("Contest Period"). To enter this contest, participants are asked to: (i) navigate to [www.andersons.com](http://www.andersons.com) (the "Website"); (ii) follow instructions to submit an entry form to the contest including a five hundred (500) word essay or video recommendation detailing why you believe you deserve to be recognized for your extraordinary commitment to building character and leadership at your school and in your community; (iii) an adult sponsor: a teacher, counselor, principal or advisor at the school must sponsor you, simply include the sponsor's name, title at their respective school and their e-mail address at the end of your essay and (iv) provide up to two (2) photographs ("Eligible Entries") to be eligible to win. Photographs will become the property of Taymark and will not be returned. Eligible Entries must be submitted during the Contest Period, and essays submitted must be in the English language. Please only one entry per person and e-mail address. By submitting an entry, participants agree to abide by these Official Rules. Persons submitting entries under false pretenses, manipulating the contest voting, or in any other way tampering with this contest will be disqualified. Taymark is not responsible for telecommunications, network, electronic, technical or computer failures of any kind. Taymark is not responsible for any lost or misdirected mail sent by participant or Taymark.

Participant's submission signifies agreement by participant to grant Taymark a non-exclusive, royalty-free, irrevocable, transferable, perpetual license to publicly display participant's entry. Participant further certifies that the entry submitted does not contain any trademarks, logos, copyrighted material, or other intellectual property belonging to any third party. Taymark reserves the right to remove from the contest website and disqualify any entry which Taymark, in its sole discretion, determines to be offensive, illegal, in violation of any privacy or other third party rights, or for any other reason.

Participant warrants and represents that he/she is the original author of the material submitted and that the essay does not incorporate material owned by any other person. By entering, participant also agrees that Taymark may publish participant's name and entry on Taymark's website, or in such other media or formats as Taymark may elect without any compensation.

5. **PRIZES:** There will be a voting period beginning on or about April 16, 2013 and running through April 30, 2013, during this period individual(s) can vote one time per day on the Taymark website. The top twenty (20) participants determined by the results of the voting period will move onto the final round of selection. There will be one (1) Anderson's Character Counts Middle School winner, one (1) first runner up and one (1) second runner up selected by Taymark in its sole discretion from the top twenty participants on or about the week of May 13, 2013. The criteria that Taymark will use to determine the winner from among the top twenty participants will include, but is not limited to the participant's essay. The Anderson's Character Counts Middle School winner will receive: (i) One hundred (\$100) cash prize; (ii) the sponsoring teacher will receive a five hundred (\$500) Anderson's Merchandise Certificate for the winner's respective school; (iii) their photographs in the 2013/2014 edition of Anderson's Middle School catalog and posted on the contest web page. The first runner up will receive: (i) fifty dollar (\$50) cash prize; (ii) the sponsoring teacher will receive two hundred dollar (\$200) Anderson's Merchandise Certificate for their respective school; and (iii) their photographs posted on the contest web page. The second runner up will also receive: (i) fifty dollar (\$50) cash prize; (ii) the sponsoring teacher will receive One hundred dollar (\$100) Anderson's Merchandise Certificate for their respective school; and (iii) their photographs posted on the contest web page.

**The odds of winning will depend on the number of entries received. For example, if Taymark receives 1,000 Eligible Entries, your chances of winning will be 1 in 1,000.**

The winner is responsible for taxes any and all other costs and expenses not listed above. All decisions of Taymark in this contest are final, binding and non-negotiable. No prize may be transferred or substituted. Merchandise Certificates must be used on Anderson's website [www.andersons.com](http://www.andersons.com) and no cash value will be refunded for any difference.

6. **IDENTIFICATION OF POTENTIAL WINNER.** Taymark will notify the potential winners by telephone and/or email address at the information on file for the winner on or about the week of May 13, 2013. If unable to make contact with the winners within ten (10) days after Taymark's first attempts to notify the winners, or if the winners fail to claim the prize in accordance with these Official Rules, the winners forfeit the prize. To accept and receive the prize, the winners must sign and return to Taymark a copy of these Official Rules, a form provided by Taymark releasing Taymark from all claims, a completed W-9 form, and any other documentation deemed necessary in Taymark's sole discretion no later than October 11, 2013.

The winner's name may also be posted at [www.andersons.com](http://www.andersons.com) and in other printed and non-printed media.

7. SPONSOR: This contest is sponsored by Taymark, Inc.
8. MISCELLANEOUS. By entering this contest, participants consent to Taymark's use of their name, likeness, image and biographical data for advertising and promotional purposes without additional compensation, except where prohibited by law. BECAUSE PERSONAL INFORMATION FROM PARTICIPANTS WILL BE COLLECTED BY ENTERING THIS CONTEST, PARTICIPANTS SHOULD REVIEW Taymark's Privacy Policy, which can be found at [www.andersons.com](http://www.andersons.com). By entering this contest, participant authorizes Taymark to contact participant for commercial purposes via mail, telephone, or e-mail address listed on the participant's entry form. There will be no use of participants name or other personal information for future commercial purposes except as in accordance with Taymark's privacy policy. This Agreement is governed by the laws of the State of Minnesota, without giving effect to conflicts of law rules.

**AUTHORIZATION AND RELEASE**

I am a legal resident of the United States and presently enrolled in Grades 6, 7, or 8.

I represent that (a) I unconditionally agree to and accept the Official Rules of the Anderson’s Character Counts Award (“Contest”), (b) I have complied with the Official Rules, and (c) I have perpetrated no fraud or deception in entering the Contest or in claiming any prize.

I agree to release and hold harmless Taymark, as well as its related companies, and their respective officers, directors, employees, agents, representatives, attorneys, and advisors, whether individually or collectively, in their personal, and professional capacities (the “Released Parties”) from and against any claim or cause of action arising out my of participation in the Contest or receipt or use of any prize, including, but not limited to any injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from my participation in the Contest or any prize obtained by me through the Contest. I understand that there may be elements of the prize that Taymark does not control and which may be administered by third parties which may result in events or circumstances beyond Taymark’s control. Taymark does not warrant that the prize will meet my expectations. I understand that I redeem this prize at my own risk.

In no event shall Taymark be liable hereunder for incidental, special, indirect, consequential, or punitive damages even if advised in advance of the possibility for such damage.

I hereby authorize Taymark to use my name for such purposes as it chooses, including, but not limited to, company publications, whether circulated to employees of the company or to others, training presentations, advertising, promotions and other trade or business uses. This authorization extends to all media including but not limited to print, video, and electronic media.

I release Taymark from all claims for consideration and all other claims of any nature related to the use of my name or likeness for such purposes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

**PARENT CONSENT FORM**

I hereby grant consent for my minor child to enter into this contest.

***Please print:***

Child's First Name: \_\_\_\_\_

Child's Last Name: \_\_\_\_\_

Child's Age: \_\_\_\_\_

Parent/Guardian's First Name: \_\_\_\_\_

Parent/Guardian's Last Name: \_\_\_\_\_

Relation to Child: \_\_\_\_\_

Parent or Guardian's Phone Number: \_\_\_\_\_

Parent or Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_