



## What is McCollum Hardware's "Pic" a Hunter Drawing?

McCollum Hardware's "Pic" a Hunter Drawing can be entered by anyone who legally harvests a deer (by rifle, bow, etc.) within their respective season in Minnesota (or North Dakota). See the official drawing rules, and terms and conditions listed below. The deer harvested can be a doe or buck, and of any size. The winner will be determined at random through a drawing. Winners will receive McCollum Hardware gift certificates; \$250 for the buck category and \$100 for the doe category. To enter the drawing, a picture of the hunter with their harvested deer must be submitted online at [mccollumhardware.com](http://mccollumhardware.com). Alternative ways to enter are by dropping a picture off at the store, emailing a picture to [office@mccollumhardware.com](mailto:office@mccollumhardware.com) or mailing pictures to 402 East Main Street, Ada, MN 56510.

### Official Rules, Terms and Conditions

Updated 10/31/22

- No purchase necessary
- The drawing is only open to licensed hunters in the states of Minnesota and North Dakota and is void where prohibited by law. The drawing is subject to all applicable federal, state, and local laws and regulations.
- Eligibility: This drawing is open only to those who are 18 years of age or older as of the date of entry. Those under the 18 years of age may enter with the consent of a parent/guardian.
- How to Enter: The drawing must be entered by submitting an entry using the online form provided at [mccollumhardware.com](http://mccollumhardware.com). Submission will also be accepted in store or via email at [office@mccollumhardware.com](mailto:office@mccollumhardware.com) or by mail (402 East Main Street, Ada, MN 56510). The entry must fulfill all drawing requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of McCollum Hardware. You may enter only once.
  - A picture of the hunter and legally harvested deer (of any sex or size) is required to enter the drawing
  - All pictures must be entered prior to mid night CT 12/31/22
  - Each individual entered or attempting to enter the drawing must follow the State Laws of MN/ND
  - Each entry must have legally shot and tagged the deer (in the current year) pictured in the photo
- Prizes: The winner(s) of the drawing will receive a McCollum Hardware gift certificate: \$250 for buck winner, \$100 for doe winner. Actual/appraised value may differ at time of prize awarded. The specifics of the prize shall be solely determined by McCollum Hardware. No cash or other prize substitution shall be permitted except at McCollum Hardware's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winner is permitted. Acceptance of prize constitutes permission for McCollum Hardware to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- Odds: The odds of winning depend on the number of eligible entries received.



- Winner Selection and Notification: Winner will be selected by a random drawing for each category under the supervision of McCollum Hardware. The winner will be notified by the contact information provided within five (5) days following the drawing. McCollum Hardware shall have no liability for the winner's failure to receive notices due to spam, junk e-mail or other security settings or for the winner's provision of incorrect or otherwise non-functioning contact information. If the winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, the prize may be forfeited, and an alternate winner may be selected. Receipt by the winner of the prize offered in this campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER AT MC COLLUM HARDWARE'S SOLE DISCRETION WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- Rights Granted by You: By entering this drawing (e.g., photo, text, etc.), you understand and agree that McCollum Hardware, anyone acting on behalf of McCollum Hardware, and McCollum Hardware's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the drawing, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes; without any further compensation, notice, review, or consent.
- If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless McCollum Hardware from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which McCollum Hardware may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
- Terms & Conditions: McCollum Hardware reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the drawing should virus, bug, non-authorized human intervention, fraud, or other cause beyond McCollum Hardware's control corrupt or affect the administration, security, fairness, or proper conduct of the drawing. In such case, McCollum Hardware may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by McCollum Hardware. McCollum Hardware reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the drawing or website or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the drawing may be a violation of criminal and civil laws. Should such attempt be made, McCollum Hardware reserves the right to seek damages to the fullest extent permitted by law.
- Limitation of Liability: By entering, you agree to release and hold harmless McCollum Hardware and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the drawing and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in



any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

- **Disputes:** THIS DRAWING IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF MINNESOTA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this drawing, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this drawing, shall be resolved individually, without resort to any form of class action, exclusively before a court located in MN having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this drawing). Participant further waives all rights to have damages multiplied or increased.
- **Sponsor:** The sponsor of the drawing is McCollum Hardware, 402 East Main Street, Ada MN, 56510. The drawing hosted by McCollum Hardware is in no way sponsored, endorsed, administered by, or associated with Facebook.
- **Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of McCollum Hardware as final and binding as it relates to the content of this drawing.