

Vapormatic Photo Contest Official Rules

The Vapormatic Co. Ltd. Photo Contest (“Contest”) is open to photographers, professional or amateur, from any part of the world, subject to the restrictions below. This document serves as the rules for the Contest (“Official Rules”).

Entrant Criteria

- Only original photographs that have not been previously published for which the entrant possesses all necessary rights including, but not limited to, ownership rights will be accepted as valid entries.
- All photographs must have been taken within three (3) years before the date of entry.
- Photographs that have won awards or have been subjected to any previous form of judging process will not be accepted.
- Employees of Vapormatic Co. Ltd. (hereinafter referred to as “the Organiser”), its parent, its subsidiaries and its affiliates are not eligible for entry.
- The organiser reserves the right to disqualify entries that violate any UK or other relevant national law or standard, and entries considered to be indecent or otherwise inappropriate.
- All entrants are responsible for ensuring their submission is in compliance with the legal requirements of their country.

Photographs must not have been previously published. An image that combines the elements of more than one photograph or has elements removed is not eligible. Minor burning, dodging and/or colour correction is acceptable.

The photograph, in its entirety, must be a single work of original material taken by the Contest entrant. By entering the Contest, entrant represents, acknowledges and warrants that the submitted photograph is an original work created solely by the entrant; that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity; entrant has obtained the appropriate consents from any persons shown in the submitted photograph granting permission to the entrant to submit the photograph containing those persons likenesses/images; and that no other party has any right, title, claim or interest in the photograph.

Categories

The Categories are:

1. Workshop and Field Service
2. Farm Life
3. Classic Machinery at Work (pre 1990)
4. Modern Machinery at Work (1990 on)

Overall Winner

In addition to the winners of the four Categories mentioned above, there will be an overall winner. Each of the four category winners will be automatically entered into the overall competition.

Entry Period

To enter online, entrants must fill out and electronically submit the on-line registration form at www.vapormatic.com. This information will be used to contact the winners by e-mail and to arrange delivery of the prizes.

Entries are accepted from 26th February 2009 at 12:00 to 30th September 2009 at 00:00. Entries received before or after this period will not be considered.

Entry Format

Photographs must be in digital format. The original, unmodified camera image must be submitted with the entry form. Only online entries or images submitted on CD or DVD will be eligible. **No print or film submissions will be accepted for entry into this Contest.** The photograph need not be taken with a digital camera; scans of negatives, transparencies or photographic prints are acceptable.

Images submitted on CD or DVD should be sent to: **Photo Competition Vapormatic Co. Ltd, P.O Box 58, Kestrel Way, Sowton Industrial Estate, Exeter, EX2 7NB, England.**

The entries in Categories 1-4 will be judged separately, in accordance with the Judging Criteria, as defined below.

The same photograph may not be submitted in more than one category.

Judging

Members from the Organiser, as well as representatives from Tractor and Machinery magazine will be appointed as judges to undertake selection of the winning photographs. Neither the Organiser nor the judges will discuss or respond to any inquiries or comments regarding the appointment of judges or the Contest results.

The Contest consists of two (2) rounds of evaluation for each Category. In Round One, representatives from the Organiser and Tractor and Machinery ("Judges") will select a shortlist of entries in each Category from among all eligible entries.

The entries selected in Round One will proceed to Round Two. In Round Two, the Judges made up of a wider selection of representatives from the Organiser and Tractor and Machinery will collectively select a winner and a second place in each of the four Categories previously mentioned.

There will also be an Overall Winner chosen from the winners of the four Categories. Representatives from the Organiser and Tractor and Machinery will collectively select the Overall Winner.

Prize

Winners will be notified via email no later than Friday 16th October 2009. The winner in each category will receive:

- a Genius Tool Kit (Vapormatic part number VLA1303)

The runner up in each category will receive:

- a 24V Cordless Combi Drill (Vapormatic part number VLA1909)
- an extra battery (Vapormatic part number VLA1912)
- 19 piece Titanium drill bit set (Vapormatic part number VLA1374)

- 8 piece wood auger bit set (Vapormatic part number VLA1378)

The Overall Winner will receive an additional £500 credit to be used on Vapormatic products of their choosing (prices based on suggested list price plus VAT). The prize will be presented at their local stockist. The winner must use their credit no later than 30th November 2009. The credit must be used in one transaction (although more than one item may be purchased) either at the stockist or by selecting product online before the agreed meeting date for the prizes to be presented. At that time, Organiser will photo each winner with the winner's selected product(s).

Licence

By entering the Contest, all entrants grant an irrevocable, perpetual, non-exclusive license to the Organiser, its subsidiaries, and affiliates, to reproduce, distribute, display and create derivative works of the entries in any media now or hereafter known, including, but not limited to: company websites, trademarks, print publications and advertising material.

Conditions

This Contest is VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of England and the forum for any dispute shall be in England. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded and any entrant expressly waives any such rights.

Entrants consent to the Organiser doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on websites of Organiser, its subsidiaries or affiliates does not indicate the entrant will be selected as a winner. Organiser, its subsidiaries and affiliates will not be required to pay any additional consideration or seek any additional approval in connection with such use.

By entering this Contest, all entrants agree to release, discharge and hold harmless Organiser and its partners, affiliates, parents, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest, their submitted photograph(s), any Contest-related activities, any failure by entrant to abide by the Contest Rules, and/or the acceptance and use, misuse, or possession of any prize awarded hereunder.

Organiser assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorised access to Contest entries or entry forms; or alteration of entries or entry forms. Organiser is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

In the case of entrants who are UK residents, the preceding two paragraphs do not operate in respect of any implied condition or warranty the exclusion of which from these Official Rules would contravene any UK statute or cause any part of these Official Rules to be void.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that the Organiser may use each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners.

In the event that the selected winner(s) of any prize are/is ineligible, cannot be located or do not respond within 14 days to a winner notification as required by the Official Rules above, or refuses the prize, the prize will be forfeited and the Organiser, in its sole discretion, may choose whether to award the prize to another entrant.

The Organiser reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.

Right to Suspend or Cancel Contest

If, for any reason, the Contest is not capable of running as planned, the Organiser reserves the right, at its sole discretion, to cancel or terminate the Contest.

Winners' List

Entrants are responsible for complying with these Official Rules. Winners' names will be available online at www.vapormatic.com after October 19th 2009.

Data Privacy

Entrants agree that personal data, especially name and address, may be processed, shared and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Organiser in order to verify the entrant's identity, postal address and telephone number or to otherwise verify the entrant's eligibility to participate in the Contest. Participants have the right to access, review, rectify or cancel any personal data held by Organiser by writing to Vapormatic Co. Ltd, **P.O Box 58, Kestrel Way, Sowton Industrial Estate, Exeter, EX2 7NB. England.**