



Contest Rules Template

Guidelines: This is an example of rules and guidelines you could use for a social media contest. You would replace the [bracketed text] with information specific to your company and your contest.

[Company name] organizes and sponsors promotions, giveaways, and contests awarding various prizes to participants. The promotions, giveaways, and contests are regulated by Contest Rules (hereinafter "Rules"). Participation in any of these contests constitutes the Participant's agreement and acceptance of these Rules. All federal, state, local, municipal laws and regulations apply.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR CONTRIBUTION TO [COMPANY NAME] WILL NOT INCREASE YOUR CHANCES OF WINNING.

Eligibility

This Contest is open to those who sign up at the [Campaign URL] and who are [years of age or older] as of the date of entry. The Contest is only open to legal residents of [list eligible countries and/or states], and is void where prohibited by law. Employees of [Company name], Employees of Sponsor, and other companies associated with the promotion of the Contest, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and immediate family members (spouse, parents, siblings, and children) and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all federal, state, local, municipal laws and regulations.

Contest Period - start and end date

Entries will be accepted online starting on [start date, time, and time zone] and ending at [end date, time, and time zone]. Entries that are submitted before or after the Contest Period will be disqualified.

Entry rules

The Contest must be entered by submitting a [photo, audio file, video, text, etc.] using the online form provided at [Contest URL]. The [photo, audio file, video, text, etc.] must meet all Contest requirements to be eligible to win a prize. Incomplete entries or the ones which are not in alignment with the rules, requirements, and specifications will be disqualified by [Company name]. You may enter the Contest only once and you need to provide any information that might be necessary. Any attempt of circumvention of the rules will result in immediate disqualification from the Contest.

Web Entries

Participants must accurately complete all required fields (including, if applicable, the following instructions on how to properly submit their audio file, upload a photograph, or upload a video) or the entry will be characterized as incomplete and will not qualify.

Original Content; Ownership

By participating in the Contest, each Participant guarantees that they are the exclusive owner of the copyright and all other proprietary rights in any and all materials and content submitted by the Participant to enter the Contest. The Participant further claims and guarantees that they have the right to grant to any third party the right to use, reproduce, distribute, perform and display any [photo, audio file, video, text, etc.]. All entries must have appropriate clearances, permissions and releases PRIOR to uploading, or may be eliminated from the Contest. Any unauthorized samples or performances of another artist's material could be subject to fines, royalty fees, and/or legal action for which the Participant agrees to indemnify, defend and hold [Company name] harmless. [Company name] may use any [photo, audio file, video, text, etc.] on-demand on [Company name]'s or its affiliates' websites.

Rights Granted by Contest Participants

By entering this Contest and sending your [photo, audio file, video, text, etc.] the Participant understands and agrees that [Company name] and/or anyone acting on behalf of [Company name] has the right, where permitted by law, to use the content and personal information for any promotional purposes without limitation and without any further compensation, notice, review, or consent.

Disclaimer of Responsibility

[Company name] is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of [Company name].

Prizes

Winner of the Contest (hereinafter "Winner") will receive [prize] which is determined by [Company name]. The prize cannot be redeemed for cash or substituted for another prize, and is non-transferable. Prize-related expenses including all federal, state, and local taxes represent the sole financial responsibility of the Winner. The prize is given with no written, express, or implied warranty. Any prize not claimed within [number] days will be forfeited by the winner and remain the property of [Company name]. Acceptance of the prize gives [Company name] permission to use the Winner's personal details and [photo, audio file, video, text, etc.] for advertising purposes without further compensation, unless it is prohibited by law.

Winner Selection and Notification

Winner will be selected by [judging criteria] under the supervision of [Company name]. Winner will be informed about the prize by [means of notification] within [number] days following the Winner selection to claim the prize. [Company name] is not responsible if the Winner fails to receive the notice about the prize due to any security settings or provision of incorrect contact information. If the Winner fails to respond within the required time period, the prize may be forfeited and an alternate Winner may be selected based on [judging criteria]. If the Winner is considered a minor in their place of residence, [Company name] reserves the right to place the prize in the name of the Winner's parent or legal guardian who will be requested to sign the Declaration of Claim on the Winner's behalf. Acceptance of the prize given in this Contest is in accordance with any and all federal, state, and local laws and regulations. If the Winner is disqualified for any reason, [Company name] is not obliged to provide an alternate prize or extend the Contest Period in any way, and all privileges as Winner will be terminated immediately. Participants who provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

How to Claim the Prize

The Winner can choose to have their prize mailed, or to pick up their prize at [Company name]'s business office located at [company address]. The prize may be picked up any time between the hours of [hour] a.m.- [hour] p.m. [time zone] Monday-Friday, excluding holidays. If the prize is mailed to the Winner, they assume the risk of the prize's safe arrival.

Winners are required to provide (1) a valid government-issued photo identification depicting the proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. [Company name] reserves the right to deny awarding the prize if the winner fails to provide a satisfactory identification.

Terms & General Conditions

[Company name] reserves the right to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or any other cause affect the administration, security, fairness, or proper conduct of the Contest. If such case occurs, [Company name] may select the Winner from all eligible entries. Any attempt by an entrant to deliberately damage the Winner selection process and the legitimate operation of the Contest may be a violation of criminal and civil laws.

Limitation of Liability

By entering the Contest, You agree to release and hold harmless [Company name] 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 Contest 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, 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 Contest;
- (v) electronic or human error in the administration of the Contest or the processing of entries.

Disputes and Arbitration

THIS CONTEST IS GOVERNED BY THE LAWS OF [YOUR COUNTRY] AND [YOUR STATE/PROVINCE], WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, the 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 Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in [your state/province] having jurisdiction.

Privacy Policy

Information submitted with an entry is subject to the Privacy Policy stated on the [Company name] website. To read the Privacy Policy, click here [privacy policy URL].

Sponsor

The Sponsor of the Contest is [Company name] [address] [city] [state/province] [postal code] [country].

Facebook

[Company name] may utilize Facebook to promote sweepstakes or giveaways. The Participant understands and agrees that any such promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

By checking here, You, the Participant, have reviewed, accepted, and agreed to all of the Contest Rules.