



# Desert Diamond Industries Second Annual Video Contest!



Desert Diamond Industries wants *your* videos of the Safety Blade in action! Just send us a video of our blades in use, plus testimonials and whatever else you want to add, and be entered to win one of a number of prizes.

## PRIZES (Choose ONE)

1<sup>st</sup> Place: Husqvarna K970 Gas Saw OR  
Apple 64GB iPad with Retina Display

2<sup>nd</sup> Place: Husqvarna K760 Gas Saw OR  
Apple 32GB iPad Mini

3<sup>rd</sup> Place: Desert Diamond Industries Safety Blade OR  
Amazon 8GB Kindle Fire HD

## HOW TO GET YOUR VIDEO TO US

- E-mail, fax, or send us this registration form.
- Shoot your video on an HD digital recorder (no phone cameras, please).
- Save it onto a flash drive, SD card, or online storage site.
- Mail drive/card or e-mail the site link to us. We'll notify you when we get it!

## RULES AND LIMITATIONS

- Your video must be at least 10 minutes long. We reserve the right to edit and use your video as we see fit.
- Your video must include testimonials on: how you like working with Desert Diamond Industries, what you used before switching to the Safety Blade, why you switched to the Safety Blade, how you like working with the Safety Blade, and how the Safety Blade's features have made your job easier and/or safer.
- Your video must include clear footage of the Safety Blade in use.
- You must send or postmark your video to Desert Diamond Industries before the contest deadline of Dec. 10, 2013 at 12:01 a.m.
- You must sign a waiver to allow your video to be used in promotional material.

# Registration Form

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Industry:  Fire  Concrete  Water  Contractor  Foundry  Other

Consent to use video in promotional content (please sign):

\_\_\_\_\_

Mail this form and your video to:

Desert Diamond Industries  
1055 East Tropicana Avenue  
Suite 575  
Las Vegas, NV 89119

Or e-mail us at: [contest@desertdiamondindustries.com](mailto:contest@desertdiamondindustries.com)

# DESERT DIAMOND INDUSTRIES' SECOND ANNUAL VIDEO CONTEST OFFICIAL RULES

**1. ENTERING.** Desert Diamond Industries' Second Annual Video Contest (hereafter "contest") begins 12:01 a.m. on Oct. 10, 2013 PDT (hereafter "start date") and ends 12:01 a.m. on Dec. 10, 2013 PST (hereafter "end date"). Video entries (hereafter "entries") must be submitted to Desert Diamond Industries (hereafter "sponsor") on DVD, SD card, USB drive, or other electronic storage device via mail at Desert Diamond Industries, 1055 E. Tropicana Ave., Suite 580, Las Vegas, NV 89119 or mailed to Desert Diamond Industries' Second Annual Video Contest, 1055 E. Tropicana Ave., Suite 580, Las Vegas, NV 89119. **ELECTRONIC STORAGE DEVICES WILL NOT BE RETURNED.** Alternately, entries may be submitted by electronic storage site (including but not limited to, Google Mail, MediaFire, DropBox, and YouSendIt/Hightail). Links to entries on electronic storage sites must be submitted to the above addresses or to [contest@desertdiamondindustries.com](mailto:contest@desertdiamondindustries.com) before the end date. Entrants must also submit a signed entry form (hereafter "form") to the above mailing or e-mail addresses before the end date. Entries and forms (hereafter "submission materials") will be void if they are incomplete, late, lost, damaged, or are not able to be viewed due to technical error. By entering, entrants acknowledge compliance with these Official Rules including all eligibility requirements. All submission materials become the property of the sponsor and will not be returned. All submission materials are deemed non-confidential and may be used on a non-restricted basis. By submitting an entry in connection herewith, the entrant unconditionally assigns and transfers to the sponsor all rights, title, interest, and claim, which it now has or may in the future have to submission materials (including, without limitation, the submitted video), whether acceptable or not regardless of the form they take, or any element(s) thereof including, without limitation, the copyright therein, and further grants the sponsor the right to use, publish, exploit, and/or modify any entry and/or video. **BY ENTERING OR OTHERWISE PARTICIPATING IN THIS CONTEST, ALL ENTRANTS AND OTHER PARTICIPANTS AGREE TO ABIDE BY THESE OFFICIAL RULES AND BY ALL DECISIONS OF THE SPONSOR, WHICH ARE FINAL AND BINDING ON ALL MATTERS PERTAINING TO THIS CONTEST.**

**2. ELIGIBILITY.** In order to be deemed eligible for this contest, entrants must:

- Submit a video conforming to the contest's guidelines (see "Video Guidelines" below) to the sponsor before the end date
- Submit a signed form to the sponsor before the end date
- Be 18 years or older as of the start date

Any entries that fail to meet the requirements set forth in these Official Rules, upon discovery by the sponsor, will be disqualified. No changes can be made to submission materials after they have been submitted. Entries cannot defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third-party personal or proprietary rights. Entries must be in keeping with the sponsor's image and may not be offensive, as determined by sponsor at its sole discretion. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.** Employees, officers, directors, shareholders, agents, and representatives of the sponsor and their respective affiliates, subsidiaries, licensors, and advertising and promotional agencies (the foregoing entities hereafter the "contest entities") and its respective affiliates, subsidiaries, licensors, and advertising and promotional agencies, and the immediate family members and members of the same households of any such employees,

officers, directors, shareholders, agents, and representatives, are not eligible to participate in the contest in any manner except as otherwise expressly provided herein (e.g., as non-entrant individuals judging entries during specific stages of the contest) or to win any prize. The sponsor reserves the right, at any time and at its sole discretion, to refuse to allow any individual to participate or continue to participate in the contest or to disqualify any individual it suspects to be tampering with the entry process or the operation of the contest, to be in violation of these Official Rules, to be acting in bad faith or in a non-sportsmanlike or disruptive manner, or to be annoying, abusing, threatening, or harassing any other person, as well as the right to disqualify any entrant if, in the sponsor's sole discretion, such entrant is ineligible, unable, or unwilling to continue his or her participation in the contest.

**3. VIDEO GUIDELINES:** A video must be the entrant's sole, original work and include 10 minutes or more footage about one the following products (hereafter "products"):

- Ductile Iron Safety Blade
- Fire Rescue Safety Blade
- Safety Blade Grinder/Cutter
- Ductile Iron Ring Saw Safety Blade

The video must include the following testimonials about the products:

- How the entrant likes working with Desert Diamond Industries
- What the entrant used before switching to the products and why the entrant switched
- How the entrant likes working with the products
- How the product's features (e.g. solid steel core, greater versatility, greater ROI, improved performance, Life Time Operator Error Warranty, etc.) have made the entrant's job easier and/or safer

Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to depictions of buildings, trademarks, or logos) must be able to provide legal releases for such use, including sponsor's use of such entry, in a form satisfactory to the sponsor. **THE SPONSOR RESERVES RIGHTS TO EDIT ENTRIES FOR EDITORIAL PURPOSES CONCERNING THIS CONTEST OR SUCCEEDING CONTESTS AND FOR EDITORIAL PUBLICITY, SPECIAL EVENTS, AND ADVERTISING PURPOSES IN CONNECTION WITH PROMOTING ITSELF, ITS PRODUCTS, ITS WEBSITE [HTTP://WWW.DESERTDIAMONDINDUSTRIES.COM](http://www.desertdiamondindustries.com), THIS CONTEST OR SUCCEEDING CONTESTS, AND/OR ANY OTHER REASON OR PURPOSE AND WITHOUT APPROVAL, ACKNOWLEDGMENT, OR COMPENSATION UNLESS PROHIBITED BY LAW.** The sponsor also reserves the right to disqualify any participants who violate any privacy or copyright laws. All entries must not infringe on any copyright laws, including music.

**4. PRIZES:** The entrants who submit winning entries are hereafter "winners". Three entries judged as the best overall videos (hereafter "winning entries") by the sponsor will win the following:

- First Place: Husqvarna K970-14" Gas Saw, Husqvarna K970 Fire Rescue Gas Saw, or 64GB iPad with Retina Display (entrant's choice), plus an interview or article on the entrant written by sponsor and to be published on sponsor's website for a month
- Second Place: Husqvarna K760-14" Gas Saw, Husqvarna K760 Fire Rescue Gas Saw, or 32GB iPad Mini (entrant's choice), plus the entrant's photograph or logo as well as a

one-paragraph description (all supplied by entrant) to be published on sponsor's website for a month

- Third Place: 14" Safety Blade or 8GB Kindle Fire (entrant's choice), plus the entrant's photograph or logo as well as a one-paragraph description (all supplied by entrant) to be published on sponsor's website for a month

All three winning entries, as well as other entries, will be placed on the sponsor's website, YouTube channel, blog and social media channels, including Facebook, Google+, and Twitter. The first 10 qualifying entrants after the start date will also receive a logo T-shirt from the sponsor in a size and color specified by the entrant. Taxes, if any, are the sole responsibility of the winners. No transfer or substitution of prizes permitted. Winners agree that the sponsor and its agencies and employees shall not be liable for injury, loss, or damage of any kind resulting from participation in this promotion or from the acceptance or use of the prizes awarded. The sponsor reserves the right not to award prizes if it determines that no eligible entries have been submitted.

**5. JUDGING:** Starting on Dec. 10, 2013, at 7:01 a.m. PST and ending on or about Dec. 10, 2013 at or about 3:00 p.m. PST, employees of the sponsor will judge the eligible entries received, based on criteria including, but not limited to, clarity, creativity, originality, aesthetic value, and ability to see and identify the sponsor's products, to determine their top entries. Sponsor may, in its sole discretion, contact each of the winners and require any such winners to submit to a background check to help ensure that such winners participation in the contest will not, at the sponsor's sole discretion, damage the contest or otherwise reflect adversely on the sponsor, require such winners to answer additional questions or participate in additional screening procedures, require such winners to sign consent forms and/or releases, and/or disqualify any winners who are unable or unwilling to do or provide any of the foregoing. The sponsors reserve the right to provide an independent third party (hereafter "auditing entity") with all submission materials submitted by each winner in order that such auditing entity may examine such submission materials and confirm, subject to its and the sponsor's discretion, that the submission materials comply with these Official Rules. In the event that any winner elects to end his or her participation in the contest, is unable to participate further in the contest for any reason, or is, in the sponsor's discretion, deemed to be ineligible to participate, the sponsor reserves the right to select alternate winners from the entrant(s) at its discretion, provided that such alternate entrant(s)/winners will be subject to the terms and conditions of the Official Rules. When all winners have been finally determined, the sponsor may, in its sole discretion, post the winners' names and entries on certain websites owned or controlled by the sponsor or on sites related to the contest and may announce the winners and winners' entries on certain sponsor-affiliated sites or services. Determination of the winners is subject to the discretion of the sponsor. **NO ENTRANT WILL BE DEEMED TO BE A WINNER, OR WILL BE AWARDED ANY PRIZE, UNLESS AND UNTIL SUCH ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED BY SPONSORS IN ITS DISCRETION, ENTRANT HAS BEEN NOTIFIED THAT SUCH VERIFICATION IS COMPLETE, AND ENTRANT HAS COMPLIED WITH ANY SPONSOR'S REQUIREMENTS.**

**6. RELEASES:** By entering, entrants agree to defend, release and hold harmless the sponsor, its affiliates, subsidiaries, divisions, advertising and promotion agencies, and their respective officers, directors, shareholders, and employees (collectively "releasees") from and against any

claims, action, and/or liability for injury, loss, or damage of any kind resulting from participating in this contest (including in connection with the use and/or exploitation of submitted entries) or from the acceptance or use of prize awarded. In addition to any other grants that may be granted in any other agreement entered into between the sponsor and winners, where permitted by law each such individual agrees to grant to the releasees and their respective licensees, affiliates, and assigns the right to print, publish, broadcast, and use worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, such individual's name, photograph, portrait, picture, voice, likeness, and biographical information as news or information and for advertising and promotional purposes without additional consideration, and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by the sponsor in its sole discretion; and upon request, each such individual will provide written consent to the foregoing uses. Neither entrants nor winners shall receive any compensation or credit for use of entries, other than that disclosed in these rules. No responsibility is assumed by the sponsor for lost, late, incomplete, illegible, inaccessible, corrupted, or otherwise unusable submission materials; any computer, telephone, cable, network, satellite, server, service provider, electronic or Internet hardware or software malfunctions, failures, connections, or availability; garbled or jumbled files or transmissions; service provider, Internet, website, or software inaccessibility or unavailability; Internet traffic congestion; or unauthorized intervention. Neither the releasees nor any telephone network or service providers are responsible for incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service, or website, or any other error or malfunction, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this contest, or for any injury to person or property, including but not limited to video equipment, arising from the entrant's participation in this contest or for the use or misuse of any prize won. Releasees are not responsible for lost, late, illegible or misdirected entries or mail. The releasees are not responsible for any incorrect or inaccurate information, reviews, ratings, rankings, or other materials, whether caused or created by authorized website users, by tampering or "hacking," or by any of the equipment, software, or programming related to the contest, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to any submission materials. Releasees make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the contest. Additionally, the releasees are not responsible for any cancellation or postponement of any aspect of the prizes. Although the sponsor will attempt to ensure the integrity of the contest, entrants acknowledge that sponsor is not responsible for the actions of entrants or other participants in connection with the contest, including entrants' or others' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the contest. Releasees are not responsible for injury or damage to entrants' or to any other person's computer, other equipment, or person in connection with participation in the contest. If, for any reason, the contest is not capable of continuing as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, marketplace demands, or any other causes

which, in the sole opinion of the releasees, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the contest, the sponsor reserves the right at its sole discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend the contest. Any attempt by an entrant or any other individual to deliberately damage any online service or website, tamper with the judging process, or otherwise undermine the legitimate operation of the contest is a violation of criminal and civil laws and should such an attempt be made, the sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures, or any other causes beyond the releasees' control, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, the sponsor reserves the right at its sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify, or suspend the contest and/or award the prizes from among all eligible, non-suspect entries received as of the date of the termination, as the sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification. No correspondence regarding entries will be entered into with entrants other than winners. By entering, each entrant licenses all rights to the content of his/her entry and the ideas/concepts embodied therein. The sponsor shall have the right to modify, use, assign or dispose of such entries however they see fit without approval of entrants or any third party. IN NO EVENT WILL THE RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF ENTRANTS' STREAMING, DOWNLOADING, AND/OR PRINTING OF MATERIALS FROM THE RELEASEES' WEBSITES, RELEASEES' OR ANY THIRD PARTY'S REMOVAL OR DISCONTINUATION OF ACCESS TO ANY ENTRIES OR OTHER MATERIALS, THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, OR ANY HARM RESULTING THEREFROM. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL ENTRIES, AND ALL OTHER MATERIALS PROVIDED THROUGH THE CONTEST ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BY ENTERING THE CONTEST, ENTRANT (A) RELEASES AND HOLDS THE RELEASEES, YOUTUBE, AND ALL OTHER CONTEST ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, HEREAFTER "LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL OR DISCONTINUATION OF ACCESS TO ANY ENTRIES OR OTHER MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL

INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; AND (B) INDEMNIFIES AND HOLDS HARMLESS THE RELEASEES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES FROM ANY AND ALL LOSSES (AS DEFINED ABOVE) OF ANY KIND THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY RELEASEES AT ANY TIME IN CONNECTION WITH THE SUBMISSION MATERIALS OR OTHERWISE RELATING TO ENTRANTS' PARTICIPATION IN THE CONTEST, INCLUDING WITHOUT LIMITATION CLAIMS CONCERNING THE INFRINGEMENT UPON OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS.

**7. PRIVACY.** Information and submission materials submitted in connection with the contest will be treated in accordance with these Official Rules and the sponsor's privacy policy that is located at <http://www.desertdiamondindustries.com/privacy-policy.php>. In the event of any conflict between these Official Rules and such privacy policy, the terms and conditions of these Official Rules shall prevail. Specifically and without limitation, the sponsor reserves the right to communicate with any entrant about his or her submission materials, and because of the potential critical nature of such communications to the operation of the contest, entrants will not be permitted to "opt out" of receiving such communications.

**8. NON-ENDORSEMENT.** The use of any non-sponsor trademarks, service marks, logos, or other marks in connection with this contest or any prize is not meant by sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with the contest.

**9. GOVERNING LAW.** The contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of Nevada, United States of America, without regards to its principles of conflicts of law. Entrants irrevocably agree to personal jurisdiction by the federal and state courts located in the County of Clark in the State of Nevada, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Further, in any such dispute, under no circumstances will entrants be permitted to obtain awards for, and entrants hereby irrevocably waive all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than entrants' actual out-of-pocket expenses (i.e., costs associated with participating in the contest), and entrants further irrevocably waive all rights to have damages multiplied or increased. ENTRANTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THEIR SUBMISSION MATERIALS OR OTHERWISE RELATED TO THE CONTEST MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

**10. HEADINGS.** Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.