



**In**  
**Penguin Brand™ Dry Ice Frightfully Cool Halloween Contest**

**Contest Description:**

Think you've got the scariest yard on the block? Spicing up your party with a creepy cauldron? If you're using dry ice this Halloween, enter a photo or video of your creation in the Penguin Brand™ Dry Ice Frightfully Cool Halloween Contest!

Upload a picture or video of your spooky Halloween effects created with dry ice and share your submission on Facebook, Twitter or Instagram using the hashtag #FrightfullyCool and #PenguinDryIce for a chance to win one (1) of five (5) prizes, including a grand prize of \$1,500!

**Prizes:**

- One (1) Grand Prize Winner - \$1,500 in Visa gift cards
- One (1) Runner-Up - \$250 in Visa gift cards
- Three (3) Honorable Mentions - \$100 in Visa gift cards each

**How It Works:**

1. Snap a photo or take a video of your Halloween effect(s) created with dry ice.
2. Visit [www.frightfullycool.com](http://www.frightfullycool.com) to upload your photo or video and complete the entry form.
3. Share your submission on Facebook, Twitter or Instagram using the hashtag #FrightfullyCool and #PenguinDryIce
4. The submission entry period is Saturday October 1, 2016, at 2:00 p.m. PST, through Monday, Nov. 7, 2016, at 11:59 p.m. PST.
5. Submissions will be rated by a panel of judges. Those with the highest scores will receive prizes.
6. Winners will be announced on [www.frightfullycool.com](http://www.frightfullycool.com) and Penguin Brand™ Dry Ice's social media channels on or about Friday, Nov. 18, 2016.

## Contest Rules:

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OF PENGUIN BRAND™ DRY ICE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### 1. Eligibility

The Penguin Brand™ Dry Ice Frightfully Cool Halloween Contest (the Contest) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Associates of Airgas Carbonic, Inc., doing business as Airgas Dry Ice, and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such associate, are not eligible. The Contest is subject to federal, state, local, and municipal laws and regulations.

Submissions must be original photo or video content belonging to Contest Entrants (Entrants). At the time of submission, Entrants waive their rights to the photo and/or video submitted and grant all rights to Airgas Carbonic, Inc., doing business as Airgas Dry Ice to use the photo or video, in all forms of media, for any purpose, including but not limited to, marketing purposes.

**DRY ICE IS HARMFUL IF NOT HANDLED AND USED PROPERLY. ALL ENTRANTS MUST SAFELY AND PROPERLY USE DRY ICE. SUBMISSIONS THAT DO NOT ACCURATELY REFLECT DRY ICE SAFE HANDLING PROCEDURES AS OUTLINED BY THE [SAFE HANDLING & USAGE OF DRY ICE](#) GUIDE WILL AUTOMATICALLY BE DISQUALIFIED. THIS MAY INCLUDE, BUT IS NOT LIMITED TO, HANDLING DRY ICE WITHOUT PROPER SAFETY GLOVES, INGESTING OR PROMOTING THE INGESTION OF DRY ICE IN ANY FORM (E.G. DRY ICE COCKTAILS OR ANY DIRECT CONTACT BETWEEN DRY ICE AND FOOD/DRINK), AND PLACING DRY ICE IN AIRTIGHT CONTAINERS. BY SUBMITTING AN ENTRY INTO THE CONTEST AN ENTRANT ACKNOWLEDGES THAT HE/SHE HAS READ THE [SAFE HANDLING & USAGE OF DRY ICE](#) GUIDE.**

### 2. Sponsor

The Contest is sponsored by Airgas Carbonic, Inc., Penguin Dry Ice and Brandware PR.

### 3. Agreement to Official Rules

Participation in the Contest constitutes Entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### 4. Contest Period

The Contest begins on Saturday October 1, 2016, at 2:00 p.m. PST, at 2:00 p.m. PST and ends on Monday, Nov. 7, 2016, at 11:59 p.m. PST (the Contest Period). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted online only for the duration of the Contest Period.

## 5. How to Enter

All entries must be submitted online by visiting [www.frightfullycool.com](http://www.frightfullycool.com) and following the directions provided. Entrants are to fill out the entry form and submit their original photo or video in this fashion only.

Entries shared via Instagram, Vine and YouTube must be designated as "Public" so they are visible to everyone via shareable URL. Photos/videos hidden behind Protected Accounts or Private URLs will not be considered valid.

Entrants are encouraged to share their submissions on their personal social media channels (Facebook, Instagram, Twitter, Vine, YouTube, etc.) with the following hashtag: #FrightfullyCool. However, photos or videos shared via social media only and not submitted at [www.frightfullycool.com](http://www.frightfullycool.com) will not be considered in the Contest. Sharing submissions on Entrants' social media channels does not increase or decrease chances of winning.

While Entrants are allowed to submit multiple photos and/or videos to the Contest, an individual Entrant is only eligible to receive one (1) of the five (5) prizes.

## 6. Winner Selection

On or about Friday, Nov. 18, 2016, all qualifying entries will be sent to a panel of judges selected by the Sponsor. The panel will select one (1) Grand Prize Winner, one (1) Runner-Up and three (3) Honorable Mentions.

The Sponsor will attempt to notify the potential winner via email on or about Friday, Nov. 18, 2016. If the potential winner cannot be reached within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place based on the remaining finalist entries.

## 7. Winner Notification

The potential winners will be notified by email. Each potential winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize.

If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, the Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules; and, prize collection is contingent upon fulfilling all requirements.

In the event that a potential winner is disqualified for any reason, the Sponsor will award the applicable prize to the remaining eligible entries beginning with the Runner-Up and Honorable Mentions. Only three (3) alternate drawings will be held, after which the prize will remain un-

awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

#### 8. Prizes

- One (1) Grand Prize Winner - \$1,500 in Visa gift cards
- One (1) Runner-Up - \$250 in Visa gift cards
- Three (3) Honorable Mentions - \$100 in Visa gift cards each

#### 9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by the Sponsor in its sole discretion, the Sponsor may either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys' fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

#### 10. RELEASE AND LIMITATIONS OF LIABILITY

**By participating in the Contest, Entrants agree to release and hold harmless the Sponsor, and its parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, associates, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrants' participation in the Contest, use or misuse of dry ice or acceptance, receipt or misuse of the prize; (b) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (c) unauthorized human intervention in the Contest; (d) mechanical, network, electronic, computer, human, printing or typographical**

errors; (e) application downloads, and/or (f) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials.

The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Under no circumstances will Entrants be permitted to obtain damages or awards for any action or claim related to the Contest, and entrant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, in relation thereto and entrant further waives all rights to have damages multiplied or increased.

#### 11. Disputes

Except where prohibited, each Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Georgia. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Georgia, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Georgia.

#### 12. Privacy

Information collected from Entrants is subject to the Sponsor's [privacy policy](#).

#### 13. Winner List

To request the name of the winner, send a self-addressed stamped envelope to ATTN: Halloween Contest - ATTN: Airgas Dry Ice - Halloween Contest, Suite 300, 2530 Sever Road, Lawrenceville, GA 30043. Winner List requests will only be accepted after the Contest Period (listed above). For the Winner List, you can also send an email to [info@dryiceideas.com](mailto:info@dryiceideas.com).