

**2024 Pools Patios and Spas Bogg Bag Giveaway
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. PROMOTION DATES

a. The **2024 Pools Patios and Spas Bogg Bag Giveaway** (“Promotion”) will begin on August 3, 2024 at 12:00 am ET and end on August 18, 2024 at 11:59 pm ET. The winner will be notified within 15 days of the end of the contest.

2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all legal residents of the United States and the District of Columbia (except NY and FL) who are 18 years of age or older at the time of entry and who live in North Carolina. Employees of **Pools Patios and Spas** (the “Sponsor”), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States, in NY and FL, as applicable, and where prohibited.

b. Entrants are required to provide truthful information and the Sponsor will reject and delete any entry that it discovers to be false or fraudulent. The Sponsor will disqualify any entry from individuals who do not meet the eligibility requirements and will also delete any entry as required by law.

3. ENTRY

a. To participate in the Promotion, you may enter via the following method(s):

Scan the QR code and/or visit the Sponsor website at www.poolspatiosandspas.com/contests and fill out the entry form.

c. For Internet entry, only one entry per person and one entry per email address are permitted.

4. PRIZES

a. One grand prize, includes: (1) Bogg Bag, value \$90.00.

b. There is no substitution, transfer, or cash equivalent for prizes, except that the Sponsor may, at its sole discretion, substitute prizes of comparable value or cash. The

prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Other restrictions may apply.

5. WINNER SELECTION AND NOTIFICATION

a. Decisions of Sponsor management with respect to the Promotion are final.

b. The winner will be chosen by drawing a name at random from the entries received on the website form. There will be one winner for this contest.

c. ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED, AS APPLICABLE.

d. The winner will be notified by email or phone. Winner(s) (or their parents or legal guardians if under the age of majority) must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of notification attempt or winner will be disqualified and the prize will be forfeited and an alternate winner(s) may be chosen by random drawing. If a potential winner(s) cannot be contacted, fails to complete, sign and return the required affidavit of eligibility and liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner(s) will be disqualified and will forfeit the prize.

e. Unless otherwise specified in the prize notification, all prizes or prize certificates may be picked up at the office of the Sponsor at the address below. The winner(s) will forfeit any prize or prize certificate not claimed within thirty (30) days of winning. Prize or prize certificates will not be mailed to the winner(s) without the winner's or winners' prior written consent in which the winner(s) shall agree to assume its risk of loss. The Sponsor, its sponsor(s), or promotional partner(s) are not responsible for the safe arrival of a prize or prize certificate. **Pools Patios and Spas, 2965 Richlands Highway, Jacksonville NC 28580.**

6. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the Sponsor in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of prize constitutes a winner's and guest's (where applicable) permission for the Sponsor or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, where legal, to sign a publicity

release confirming such consent prior to acceptance of the prize. A guest or travel companion will be required (when applicable) to sign a separate release.

c. Prior to awarding any prize or prize certificate and depending on the nature of the prize and eligibility requirements of the Promotion, the Sponsor in its sole discretion will require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification. By participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the Sponsor, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. The Sponsor will also require eligible Promotion winner(s) and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to the Sponsor any required release.

d. The Sponsor, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the Sponsor's web channel or is otherwise in violation of the rules. The Sponsor further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Sponsor's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the Sponsor in its sole discretion. Any attempt by an entrant or any person to deliberately damage any Sponsor web channel or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Sponsor, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Sponsor reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or

(iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the sponsor's control.

Sponsors: **Pools Patios and Spas**