

# Sweepstakes Rules

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

## 1. Eligibility

FBC Vegas Trip Giveaway (the "Sweepstakes") 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. Employees of FBC Remodel and other companies associated with the promotion of the Sweepstakes, 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 employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

## 2. Sponsor

The Sweepstakes is sponsored by FBC Remodel, located at 1205 S. Platte River Drive Suite GL 100, Denver, Colorado 80223.

## 3. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrant's 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. Sweepstakes Period

The Sweepstakes begins on February 3, 2022 at 12:00pm MST and ends on December 31, 2022 at 5:00pm MST (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes by Sponsor confirming referral details and individual soliciting business and the entrant.

## 5. How to Enter

Persons may enter the Sweepstakes by completing one or more of the following actions and subject to the following restrictions:

- a. Persons earn one entry for each customer review they leave on Sponsor's dedicated Google.com, Facebook.com, Yelp.com, AngisList.co, or Houzz.com page; limit one review per platform per person;
- b. For persons who have purchased services from Sponsor prior to the Sweepstakes, such persons earn one entry after scheduling and attending a design consultation with Sponsor in 2022; limit one per household.
- c. Persons who refer a friend and/or family member earn one entry for each such person that schedules and attends a design consultation with Sponsor in 2022. The referral will inform Sponsor that entrant has referred them to Sponsor. After the design consultation is complete, Sponsor will collect relevant referral and entrant

information and confirm with entrant such entrant information is correct. Once all requisite information is confirmed, entrant will be entered into the Sweepstakes; limit one (1) entry per referral for the duration of the Sweepstakes Period.

Entries received from any person, e-mail address, or household in excess of the stated limitations will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

**6. Prize Drawing**

On or about January 10, 2023, the Sponsor will select a potential winner in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via telephone or email on or about January 20, 2023. If the potential winner cannot be contacted 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 at random from the remaining non-winning, eligible entries.

**7. Winner Notification**

The potential winner will be notified by email, mail or phone. The potential winner (or their 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 the potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or the prizes are returned as undeliverable, such potential winner forfeits their prizes. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prizes in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on their behalf and fulfill any other requirements imposed on them as set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason or forfeits their prizes in a manner set forth, above, Sponsor will award the applicable prizes to an alternate winner which such winner will be selected by random drawing from among all remaining eligible entries. 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 Sweepstakes.

**8. Prizes**

One eligible entrant will win a trip to Las Vegas in 2023. Complete with round trip airfare and two night stay at the Bellagio and a \$1,500 visa gift card for food and entertainment. (Total retail value for flight and accommodations up to \$3,000. No additional requirements are necessary to obtain or use the prize; taxes and other governmental fees may apply, please consult an accountant).

**9. General Conditions**

In the event that the operation, security, or administration of the Sweepstakes 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 Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 attorney's 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 Sweepstakes, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, 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; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner, the cancellation or postponements, or in any Sweepstakes related materials; or (e) 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 Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. 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 Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER

DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR OR PROMOTION PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

IF ENTRANT IS A CALIFORNIA RESIDENT, ENTRANT WAIVES ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Entrants expressly waive and release any right or benefit which entrants have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that entrant may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, entrant acknowledges that entrant is aware that he/she may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which entrant now know or believe to be true, with respect to the matters released herein; nevertheless, it is entrant's intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between entrant and the Released Parties. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

#### **11. General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error, pandemics, acts of government, travel restrictions, changes in laws, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or awarding of the prize, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to determine the winners as described herein from among all eligible Entries received up to the date of its continuance for the prize or an alternate prize of roughly similar value. 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 Sweepstakes or to be acting in violation of these terms and conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these terms and conditions shall not constitute a waiver of that provision.

**12. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Colorado. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of Colorado, 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 Colorado.

**13. Privacy**

Information collected from entrants is subject to Sponsor's privacy policy.

**14. Construction**

The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**15. Winner List Requests**

To request the name of the winner send a self-addressed, stamped envelope to FBC Remodel – Sweepstakes, 1205 S. Platte River Drive Suite GL 100, Denver, CO 80223. Winner List requests will only be accepted after the promotion end date (listed above). For the Winner List, you can also send an email to [info@fbcremodel.com](mailto:info@fbcremodel.com).