

## **Contest 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**

Tredway Pools Spa Giveaway! (the "Contest") is open to legal residents of the Fort Wayne and surrounding counties including Allen, DeKalb, Noble, Kosciusko, Wabash, Huntington, Wells, and Adams Counties who are at least eighteen (18) years old at the time of entry. Employees of Tredway Pools Plus 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 employee are not eligible. The Contest is subject to federal, state, and local laws and regulations. Tredway reserves the right to add prize drawings throughout this contest, as pop up prizes, these items are to be determined during the contest.

### **2. Sponsor**

The Contest is sponsored by Tredway Pools Plus, located at 8301 Lima Road, Fort Wayne, Indiana 46818.

### **3. Agreement to Official Rules**

Participation in the Contest 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. Contest Period**

The Contest begins on April 03, 2023 at 1:00AM Eastern Time and ends on August 31, 2023 at 11:59 PM Eastern Time (the "Contest Period"). Entries that are submitted before or after the

Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods:

On-Site  
Online - Social Media (Instagram and Facebook)

## **5. How to Enter**

**On-Site:** This method of entry will be available at Tredway Pools North Store, 8301 Lima Road, Fort Wayne, Indiana 46818.

**Online:** This method of entry will be available by visiting our Facebook or Instagram page "Tredway Pools Plus", to enter to win, contestants must like and follow the page that the post is posted on. Tredway will post multiple photos for the contest each like on the photo will be an additional entrance into the contest. Following each Tredway Instagram and Facebook will earn the contestant an entry. Occasionally, another way to gain more entries will be when Tredway requires participants to share and tag two people on the post.

Limit one (1) entry per person, per social media platform per photo for the duration of the Contest Period. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

## **6. Prize Drawing**

On or about September 04, 2023, the Sponsor will select potential winners 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 September 05, 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. Tredway reserves the right to host random pop up prizes throughout the contest. Prizes are to be determined during the contest.

## **7. Winner Notification**

The potential winners will be notified by email, mail or phone. The Grand Prize 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 prize is returned as undeliverable, potential winner forfeits prize. 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 prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners 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 winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner 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 Contest, or upon the approval site survey for delivery of the Hot Tub, if deemed undeliverable, Tredway is not liable and can drop it off to Winners request, no cash value will be given in place of the Prize described below. Tredway will not deliver outside the listed counties.\

The Prize may be considered income, and any and all taxes associated with a Prize are the responsibility of the winner. Taxes and fees, if any, are the sole responsibility of the winners. By entering the Drawing, entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor

## **8. Prizes**

Grand Price (1) - Strong Spa Summit S40 Midnight Canyon Shell Coastal Grey Cabinet Black Onyx Corners 74"x74"x36" 6 Person 300 Gallons

## **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 Sponsor in its sole discretion, the Sponsor may, in its sole

discretion, 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 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 Contest, 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 Contest, 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 Contest 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 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; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) 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; or (f) 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 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 Contest, 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 Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **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 Indiana. 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 Indiana, 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 Indiana. The "Prize" will be delivered to winner, but no cash equivalent will be offered. Electrical hookup and new concrete pad for Hot Tub is not included in the contest/prize. Electrical hook up must be done by Winner from a Lisenced Electrician.

## **12. Privacy**

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