

“Free Roof Give-Away”

CONTEST RULES & AGREEMENT

OVERVIEW

NO PURCHASE IS NECESSARY. A purchase will not increase chances of winning.

- Nomination Period: February 14, 2020 - March 14, 2020 *One Nominee Per Person
- Roof Assessments: March 16, 2020 - March 27, 2020
- Top 5 Finalists Announced: March 30, 2020
- Public Voting Period: March 30, 2020 - April 23, 2020
- Winner Announced: April 25, 2020 at 1:00pm at the Country Living & Lifestyles Expo hosted by The Greater Edgewood Area Chamber.
- The 5 Finalists Must be Present at Winner Announcement on April 25, 2020, to Win!

RULES

1. PROMOTIONAL DATES ^{[[1]]}_{[[SEP]]}
 - a. To enter, complete all portions of the East Mountain Roofing Free Roof Giveaway Form. An Entry will only be considered if it is complete and submitted with full details by the entry acceptance deadline.
 - b. Entries will be accepted from February 14, 2020 through March 14, 2020 (11:59pm).
 - c. Free Roof Winner will be announced on April 25, 2020, at Country Living & Lifestyles Expo. Winner or their designated representative must be present to win, otherwise East Mountain Roofing reserves the right to award roof to another Finalist. ^{[[1]]}_{[[SEP]]}
2. ELIGIBILITY RESTRICTIONS ^{[[1]]}_{[[SEP]]}
 - a. ALL criteria of the contest must be met. East Mountain Roofing reserves the right to decline nominations, rule on eligibility, or re-assign prize if at any time contest criteria are not met.
 - b. Contest is for RESIDENTIAL DWELLINGS only.
 - c. Must be 18 years or older at the time of entry to nominate yourself or another homeowner who must be 18 years or older to be eligible for entry.
 - d. ANY and ALL Nominated Property Owner(s) (“Nominee(s)”) must sign a release form as prepared by East Mountain Roofing acknowledging their acceptance and understanding of ALL the giveaway requirements in order to be entered into the contest.
 - e. Nominees must own and occupy the subject residence, which must not be in foreclosure or delinquent on property taxes to be eligible to enter or win the contest, and to receive the free roof.-
 - f. Identification for the property owner(s) must be provided on request.
 - g. Proof of property ownership may be requested by East Mountain Roofing.
 - h. Homeowners who have filed insurance claims and received payment for the subject roof repair are not eligible.
 - i. The home must be located in the state of New Mexico, and in one of the following East Mountain areas/ZIP codes: Edgewood (87015), Tijeras (87059), Cedar Crest (87008), Sandia Park (87047), Stanley (87056), McIntosh (87032), or Moriarty (87035).
 - j. Employees or immediate family members (defined as spouse, IRS dependent, or biological, adoptive or step-mother, father, sister, brother, daughter or son, and each of their respective spouses) of East Mountain Roofing, their suppliers, or advertising ~~and~~ or promotional agencies or their affiliates are not eligible for this giveaway.
 - k. Entrants are required to provide truthful information. Any change in property status during the contest period or prior to free roof installation will disqualify nominee(s) or winner(s). East Mountain Roofing Company will disqualify any entry that it discovers to be false, misleading, or fraudulent. ^{[[1]]}_{[[SEP]]}
3. ENTRY ^{[[1]]}_{[[SEP]]}
 - a. To enter, ALL portions of the East Mountain Roofing Free Roof Giveaway Form must be completed and signed by property owner(s).
 - b. All submissions must include a least one photo of the subject property. You may also share your photo(s)/video(s) on Facebook and include #EastMountainRoofing.

- c. All materials submitted (including photos, videos, and testimonies) will become the property of East Mountain Roofing and will not be returned to nominee (or nominator).
- d. All nominees are required to sign a release waiver BEFORE they will be considered for the giveaway.
- e. The homeowner must be willing to appear on (on TV, radio, or other media) and allow their story and personal image and the image of their home to be used in all forms of advertising or promotion.

f. Every qualified entry will also be put into a drawing for an East Mountain Local business gift card. ^{1}_{SEP}

4. PRIZES AND ODDS OF WINNING ^{1}_{SEP}

- a. ONE grand prize winner will receive ONE residential pitched roof replacement up to maximum 2,600 shingle square footage-of coverage in Shasta White, Owen's Corning Duration Shingle from East Mountain Roofing.
- b. Prize includes labor and materials. Approximate retail value is \$10,000 USD (ten thousand dollars).
- c. Property must be in working order and free of hazards, potential structural problems, or deficiencies that would require mitigation or repairs beyond the scope of work by East Mountain Roofing. This includes but is not limited to having sufficient structural support, and being free of mold, asbestos, and pests.
- d. Odds of winning depend upon the number of eligible entries received.
- e. All decisions of East Mountain Roofing are final and not subject to inquiry – no substitutions of roofing material will be made.
- f. The prize is not redeemable in cash and must be accepted as awarded.
- g. All prizes are non-transferable. ^{1}_{SEP}

5. WINNER SELECTION AND NOTIFICATIONS ^{1}_{SEP}

- a. Five (5) Finalists will be selected by East Mountain Roofing management based on nominee's eligibility, description of need, and professional assessment of roof.
- b. The Top 5 Finalists will be announced through the social media platform Facebook.
- c. To determine a winner, voting will be open to the public from March 30, 2020 through April 23, 2020.
- d. The winner will be announced by East Mountain Roofing, on Saturday, April 25, 2020, at the Country Living & Lifestyles Expo hosted by Greater Edgewood Area Chamber.
- e. The winner will receive their new roof in the summer of 2020 (weather permitting).
- f. The winner must read, agree to, and sign the following linked How to Prepare document before work can begin.

6. CONDITIONS ^{1}_{SEP}

- a. East Mountain Roofing and/or Edgewood Chamber of Commerce (dba Greater Edgewood Area Chamber) are not responsible for any expenses incurred during the application or voting process. All costs associated with application, qualification, or promoting of contest entry are the applicant's sole responsibility.
- b. In accepting the roof, the recipient acknowledges that East Mountain Roofing and/or Edgewood Chamber of Commerce (dba Greater Edgewood Area Chamber) may not be held liable for any loss, damages or injury associated with accepting this roof.
- c. East Mountain Roofing retains the right to make substitutions of equivalent materials or approximate value in the event of material unavailability for any reason whatsoever.
- d. The free roof includes materials, labor, and disposal of all debris. Skylight replacement and structural or interior leak repairs are NOT included with the free roof.
- e. If the roof has a satellite dish, the dish (NOT the roof-mount bracket) must be removed and reinstalled by the satellite service provider at the owner's expense. East Mountain Roofing will remove the roof-mount bracket. The owner will be responsible for scheduling such removal/reinstallation.
- f. 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 winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (in combination with any prizes won in Promotions run by any other KRQE News 13 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.

7. WAIVER OF LIABILITY

- a. Hold Harmless. Nominee (includes Nominee, Finalist, or Winner) understands and agrees that not all entrants will receive a prize, and further waives any consideration and all claims known or unknown that Nominee may have together or separately against the companies East Mountain Roofing, Edgewood Chamber of Commerce (dba Greater Edgewood Area Chamber), their

employees, contractors, or any other person or entity affiliated or acting on behalf of the Companies as of the effective date of this Agreement. Nominee agrees not to file suit, or initiate a proceeding, claim or charge or cause any other suit, proceeding, claim or charge to be filed by any other person or entity on Nominee's behalf, against the Companies related to any events concerning Nominee's application, participation, or outcome of same with the Companies. If Nominee breaches this Agreement by filing a lawsuit based on claims that Nominee was dissatisfied, disqualified, or harmed by participation in contest or events related to contest, Nominee will pay for all costs incurred by the Companies, including reasonable attorneys' fees, in defending against Nominee's claim.

- b. Indemnification. Notwithstanding any contrary provision contained in this Agreement, any election hereunder or any termination of this Agreement, and whether or not this Agreement is otherwise carried out, the provisions of Section 7 shall remain in full force and effect and shall not be in any way affected by, such election or termination or failure to carry out the terms of this Agreement or any part hereof.

Signature below and submittal of this Agreement indicates full acceptance of all statements, conditions, terms, and limitations as described herein.

Printed Name _____ Address _____

Signature _____ Date _____

Printed Name _____ Address _____

Signature _____ Date _____

Printed Name _____ Address _____

Signature _____ Date _____