



WHAT YOU STAND ON IS WHAT WE STAND FOR

## **Metroflor® Corp. Flooring Halloween Contest “Official Rules”**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 U.S. AND D.C., AGES 18 AND OLDER, WITH A FACEBOOK ACCOUNT AND/OR A PUBLIC INSTAGRAM ACCOUNT. VOID WHERE PROHIBITED.**

### **1. ELIGIBILITY**

This promotion (the “Promotion”) is open to legal residents of the 50 states of the United States and the District of Columbia (the “Territory”) who are age 18 or older at the time of entry. Void outside the Territory, in Puerto Rico, and wherever else prohibited by law. Employees of subsidiaries or affiliates of Metroflor Corporation (“Sponsor”), and their respective, independent dealers, advertising and promotional agencies (collectively “promotional parties”), and the immediate family members of, and/or those living in the same household of each, are not eligible to enter. Entry is not open to members of the press. Promotion is subject to all applicable federal, state and local laws and regulations.

### **2. HOW TO ENTER**

To enter, use your Facebook or Instagram account to view Metroflor’s social media accounts on Facebook (facebook.com/Metroflor/) or Instagram (<https://www.instagram.com/metroflorlv/>) (together, the “Social Media Accounts”). Sponsor will post a call for entry on the Social Media Accounts to open this Promotion (“Sponsor’s Post”). To enter, you must complete the following tasks: (1) take a picture (the “Picture”) of a Halloween scene that you believe constitutes either the (a) best costume, (b) best indoor décor, or (c) best outdoor décor (the “Themes”); (2) like the Sponsor’s Post on one of the Social Media Accounts using your own account; and (3) use the comment feature on Sponsor’s Post with your entry Picture. Entries must fall under one of three Themes to be eligible to win. You may enter only once to each of the three Themes categories on one of the platforms. The Promotion opens at the time of Sponsor’s Post on the Social Media Accounts, and the time for entry closes at 11:59:59 pm Eastern Time on October 27<sup>th</sup>, 2021 (the “Closing Date”). The Judging Panel (defined below) shall have sole discretion over which Theme any Entry is designated.

On or around October 29<sup>th</sup>, 2021, one (1) Entrant will be chosen to win the for Best Costume, one (1) Entrant will be chosen to win Best Indoor Decor and one (1) Entrant will be chosen to win Best Outdoor Décor. The winning entries will be announced on Metroflor’s social channels and the winners contacted via direct message as well.

**This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram and/or Facebook or any other named or depicted people or entities other than Sponsor. Any questions, comments or complaints regarding the Promotion should be directed to Sponsor as follows: Attn. “Halloween Contest 2021” Metroflor Marketing Promotion Administrator, 119 Thomas St., Calhoun, GA 30701, or via email to [marketing@metroflorcorp.com](mailto:marketing@metroflorcorp.com).**

Personal information collected from online entrants is subject to the Privacy Policy, which can be found at the end of this document.

In the event of a dispute, online Entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry. “Authorized Account Holder” means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

### **3. REQUIRED REPRESENTATIONS AND WARRANTIES:**

To be eligible, all entries (including, without limitation, the Photo and any additional material or text—together, the “Entry”) must comply with the following criteria (collectively, the “Required Representations and Warranties”):

- Your Entry must be your own original work, created and shot by and/or featuring you; must not have been previously published, released or distributed in any form; must not have been entered into any other drawing or competition nor won any award. Modification of existing material does not count as original for purposes of this Promotion. The Entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is

defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party.

- It is best to not include pictures of identifiable people other than yourself in your Entry. To the extent you must, you agree and represent that you have the express consent of any identifiable persons appearing, referenced, or named in the Entry to their likeness being used in the ways set out in these Official Rules, including Sponsor's right to use the Entry for any future commercial purpose without restrictions. Upon request, you will obtain written consent of any such persons for Sponsor. If any person identifiable in the Entry is under the age of majority in their state of residence, the written consent and signature of a parent or legal guardian is required. The Entry must not contain any personally identifiable information of any person without their express consent consistent with the terms of these Official Rules.
- It is best not to include or reference any names, products or services of any company or entity or any third party trademarks, logos, trade dress or promotion of any brand, product or service. Sponsor grants you the limited permission to display its marks and products in your Entry and image solely for purposes of entering this Promotion and subject to these Official Rules.
- The Entry must be appropriate for public display and viewing. Without limiting the foregoing, the Entry must not be lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, violate any laws or otherwise contain content which Sponsor in its sole discretion decides is inappropriate or objectionable. Your Entry must also not disparage or cast a negative light on Sponsor, its products and services, or any other person, entity, or brand, product, or service.
- The Entry must comply with all of the requirements and terms regarding the use of social media platform services that you used to submit your Entry.

In the event your Entry includes invalid information, you hereby permit (without any obligation to do so) Sponsor to edit your entry to comply with these Official Rules, in which case Sponsor may, in its discretion, deem the compliant Entry to be eligible. Entries (including, without limitation, the submitted images) that do not comply with the above requirements may not be eligible (as determined by Sponsor in its sole discretion) and, if submitted, may be removed at any time in Sponsor's sole discretion. Sponsor reserves the right in its sole discretion to disqualify any Entry that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. Entrants agree to reimburse Sponsor and promotional parties in full in respect of any losses, damages, and expenses, including reasonable attorney fees that they may sustain from the breach of a representation or warranty made by the entrant or the use of any rights granted by the entrant to Sponsor hereunder. By entering, entrant warrants that the submitted Entry complies with the Entry requirements set out above including those at (i)-(v) above. By entering, entrant grants to Sponsor a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable, assignable license to reproduce that Entry and Photo and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the Entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of trade, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, the entrant hereby waives any moral rights the entrant may have in the Entry in favor of the Sponsor. At Sponsor's request and in its sole discretion, entrants may be required to execute an assignment and release transferring all rights and ownership of their Entry to Sponsor, the form of such assignment to be determined by Sponsor in its sole discretion.

By submitting an Entry, entrant also grants to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Entry (all attributes, collectively, per person, a "Persona") for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law. Sponsor reserves the right to disqualify any entrant in its sole discretion. If any process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, Sponsor reserves the right to use another means to determine the winner(s).

#### **4. TIMEKEEPING**

The Woobox Facebook App used to run the Promotion is the official time-keeping device for the Promotion.

#### **5. WINNER REQUIREMENTS**

Potential winners will be notified by email on or around Oct. 29<sup>th</sup>, 2021. If a potential winner cannot be contacted within 10 business days from the Promotion's end date, does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will not be awarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, Entry and/or prize information in connection with the Promotion for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Entry and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Entry for any and all purposes in any and all media whether now known

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or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Entry and that Sponsor in its sole discretion shall have the right to refrain from using the Entry. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 7, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled 8 – 10 weeks after end of Promotion.

## **6. SELECTION OF WINNER**

The three (3) potential winners of the Promotion (one (1) winner per Theme) will be determined as follows. After the Closing Date of the Promotion, a judging panel that consists of qualified representatives selected by Sponsor (a "Judging Panel") will review the eligible entries submitted during the Promotion Period. The Judging Panel will judge the entries based on the following unweighted criteria: (a) creativity, (b) originality, and (c) appropriateness for the Themes (the "Criteria"). The Judging Panel will select one (1) potential winner for each of the three Themes. To be clear, the Judging Panels may judge multiple entries that submit similar entries; in such a case, the Judging Panel may consider the timing of such entries in making its decision but will not be bound to designate as a potential winner the first submission of such entry.

## **7. PRIZE**

The three (3) winners of the Promotion (one (1) winner per Theme) shall, upon verification, be awarded the prize listed in connection with the relevant contest period below. The approximate retail value ("ARV") of each prize is provided below. The ARV of the prizes set forth above represents Sponsor's good faith determinations of the approximate retail value thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize is lower than the stated listed ARV when prize is procured and fulfilled, the difference will not be awarded.

ONE (1) PRIZE FOR BEST HALLOWEEN COSTUME THEME: An Amazon (ACI Gift Cards, LLC., an Amazon company) \$50 Gift Card

ONE (1) PRIZE FOR BEST HALLOWEEN OUTDOOR DECOR THEME: An Amazon (ACI Gift Cards, LLC., an Amazon company) \$50 Gift Card

ONE (1) PRIZE FOR BEST HALLOWEEN INDOOR DECOR THEME: An Amazon (ACI Gift Cards, LLC., an Amazon company) \$50 Gift Card

All prizes are awarded "AS IS." Neither Sponsor nor the promotional parties make or offer any warranty or guarantee, either express or implied (including, without limitation, authenticity of any autograph, quality, merchantability and fitness for a particular purpose) in connection with this Promotion or any prize. The autographed flag prize will not include a certificate regarding the authenticity of any autograph. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Prizes are subject to terms, conditions, expiration dates, and restrictions imposed by the manufacturer of the prize or issuer in the case of a gift card or similar instrument. Federal, state, and local taxes on prizes, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner. ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law.

## **8. RELEASE**

By receipt of any prize, winners agree to release and hold harmless the Sponsor, Administrator, Facebook, Instagram, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotional agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property or income, arising out of participation in the Promotion or receipt or use or misuse of any prize. The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Promotion.

## **9. GENERAL CONDITIONS**

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, mistake, error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Entries received up to time of such action using the drawing procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Entry and Drawing process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Entries. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

## **10. LIMITATIONS OF LIABILITY**

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Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry and Drawing process or the Promotion; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Promotion, the uploading or processing of Entries or the Drawing process, the announcement of the prizes or in any Promotion-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Entry.

#### **11. SPONSOR.**

This Promotion is sponsored by Metroflor Corporation, 15 Oakwood Ave., Norwalk, CT 06850.

#### **12. DISPUTES**

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Connecticut or the appropriate Connecticut State Court located in Fairfield County, Connecticut; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Connecticut without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut.

#### **13. LIST OF WINNERS.**

You may receive a copy of the name of the winner (first name and first initial of last name only) by sending a self-addressed stamp envelope to "**Metroflor Halloween Contest List Request**", Metroflor Marketing Promotion Administrator, 119 Thomas St., Calhoun, GA 30701 prior to January 1<sup>st</sup>, 2022.



## Privacy Policy

*Last Revised: February 16, 2016*

This Privacy Policy describes how Metroflor Corporation (“Metroflor”, “us”, “our” or “we”) handles collection of information in regard to our services on <http://www.metroflor.com>, as well as through our “Metroflor Halloween Contest” Sweepstakes. By accessing our Web Site, you consent to our collection, storage, use and disclosure of your personal information as described in this Privacy Policy. In addition, by accessing our Web Site, you consent to the collection, storage, use and disclosure of the electronic information we collect about users of our Web Site, as described below.

We may automatically log generic information about your computer’s connection to the Internet. This data consists of things such as IP address, operating system and type of browser software being used and the activities conducted by the user while on our site. An IP address is a number that lets computers connect to the Internet, such as our web servers, know where to send data back to the user, such as the pages of the site the user wishes to view. We collect session data because it helps us analyze such things as: what items visitors are likely to click on most, the way visitors are clicking through the site, how many visitors are surfing to various pages on the site, how long visitors to the site are staying and how often they are visiting. It also helps us diagnose problems with our servers and lets us better administer our systems. It is possible to determine from an IP address a visitor’s Internet Service Provider (ISP) and the approximate geographic location of his or her point of connectivity.

We may also set cookies for your web browser as you visit our Web Site or use our services. A cookie is a small piece of information that is stored on a computer for the purpose of identifying the browser used during interaction with Web Sites. Cookies may be used to store items such as identifiers and user preferences.

We may use cookies for a number of purposes, including but not limited to:

- Access your information when you “sign in” so we can provide you with customized content or remember the last page you visited on our Web Site.
- Keep track of preferences you specify while you are using our Web Site or services.
- Deliver advertisements and content relevant to your interests.
- Collect information for general internal and customer analytics.
- Conduct research to improve our content and services.
- Support security measures, such as requiring re-logging into our Web Site after a certain amount of time has elapsed.
- Assist in identifying possible fraudulent activities.

Other than the electronic information we collect from you as identified above, and transactional information based on your activities on the Web Site, we do not intentionally collect any other personal, non-public information directly from you, except for a valid email address.

If you choose to access and/or log in to our Web Site, you consent to the transfer and storage of any information we collect (as identified above) and any other information that you choose to provide us. We may collect and store some or all of the information identified above, as well as other information you choose to provide us, such as contact information and correspondence through our Web Site.

You also agree and acknowledge that we may provide your email address, without your further explicit consent, to any third-party marketing agencies that might send you, via email, updates about the products we offer and/or news about Metroflor Corporation. We will only provide your email address for such purposes in a manner that is consistent with the requirements of applicable law. We may combine your information with information we collect from other companies and use it to improve and personalize our services, content and advertising.

We may also disclose personal information to respond to legal requirements, enforce our policies, or protect another person’s rights or property. Such information will be disclosed in accordance with applicable laws and regulations.

The security of your information is important to us, but it must be considered that no method of transmission over the internet, or method of electronic storage, is 100% secure. Whilst we strive to use commercially acceptable means to protect your information, we cannot guarantee its absolute security.

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We may amend this Privacy Policy at any time by posting the amended terms on this Web Site. All amended terms automatically take effect 30 days after they are initially posted on the Web Site, unless we state such terms take effect at an earlier date. By using our Web Site, you agree that you are responsible for checking back here regularly in order to determine whether changes have been made to this Privacy Policy which may impact you.

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