

## Winning Is A SNAP! Contest from PCA Products

### Contest Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. You are providing your information to PCA Products, and the information you provide will only be used in accordance with the PCA Products privacy policies found at <http://www.pcaproducts.com/privacy/>

#### 1. CONTEST TIMING:

The Winning is a Snap Contest (the "Contest") entry period begins on January 1 of the calendar year at 12:00:01 a.m. Eastern Daylight Time and ends on November 30 at 11:59:59 p.m. Eastern Daylight Time each calendar year the Contest is ran (the "Entry Period"). At the conclusion of the Entry Period all eligible entries will be judged based on predefined judging criteria as later described in these rules to determine up to twelve (12) winning entries. The prize winning entries will be announced on or about the Second Monday of December. Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of PCA Products, Inc., 1729 Pittman Center Road, Sevierville, TN 37876 (the "Sponsor" and "Judge") whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

#### 2. ELIGIBILITY:

This Contest is not open to the general public. This Contest is open to legal residents of the 50 United States and the District of Columbia, who are eighteen (18) years of age or older at the time of entry and who is an eligible "Participant". For the purposes of the Contest, an eligible "Participant" shall mean an individual contractor or home owner who is currently installing a screen door manufactured by PCA Products. If the Participant is not the homeowner, the homeowner must grant permission for Sponsor to take additional photographs, at the sole discretion and expense of Sponsor. Determination of eligible Participant status shall be at Sponsor's sole discretion. All determinations regarding Participant eligibility shall be made at Sponsor's sole discretion and Sponsor's decision(s) regarding Participant eligibility shall be final (collectively the "Entrant"). By making photo entry submission, you hereby release Sponsor, and all of its affiliated entities and all of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns from any and all claims relating to your photo entry submission, including without limitation arising from the risk of misdirection or misdelivery of your photo entry. Sponsor and each of its companies, subsidiaries, advertising and promotion agencies, and any and all other companies associated with the Contest (collectively, the "Promotion Entities"), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor. The Sponsor's database clock will be the timekeeper for this Contest. This Contest shall be void where prohibited by law.

#### 3. HOW TO ENTER:

Send a text message to 865-776-6159 during the Entry Period, complete with all required information and in compliance with the Entry Notes defined below (an "Entry"). By submitting an entry, you are agreeing to abide by these Official Rules.

#### Entry Notes:

1. Your entry must include a photo showing a new installation of a PCA Products Screen Door.
2. Your entry must include your name, email address, and ZIP of the property location.

All Entries are subject to verification and approval by the Sponsor. Entries that do not meet the requirements or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor will determine in his sole discretion what constitutes a valid Entry. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.

Sponsor reserves the right to cancel or modify the Contest if fraud or technical failures impair the integrity of the Contest as determined by the Sponsor, in his sole discretion, and to award the prizes based on eligible entries received prior to the cancellation.

Data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

**Prohibited Content:**

Photos must be the original work of the participants and not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy/publicity. Photos must NOT contain:

- a) advertising or commercial content for any party other than the Entrants;
- b) content that endorses/promotes illegal or harmful activity;
- c) violent, profane, vulgar, obscene, defamatory or otherwise objectionable material;
- d) adult material

**License:**

By submitting a photo, Participant grants Sponsor and/or the participating partners of the promotion, if any; a perpetual, worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the essay with or without modifications, in any form or medium whether now existing or later developed. Participant also grants Sponsor permission to take additional photographs, at the sole expense of Sponsor, of the property at a future time which will be owned by Sponsor in perpetuity.

**Entrant's Representations:** By entering the photo you represent and warrant that the submission is Entrant's original work product and does not infringe the rights of any third party and the submission has not been previously published in any medium.

**Entry Notes:** Once any photo Entry is submitted, Entrant cannot access/revise such Entry in any way. Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited and any entries deemed by Sponsor, in his sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible. By entering, all participants and/or Entrants release the Sponsor and Judges and their parent, subsidiary and affiliated entities including all of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns from and against all claims and damages arising out of or in connection with each Entrant's participation and/or entry in the Contest and/or his/her receipt or use of the prize awarded in this Contest.

Sponsor is not responsible for problems downloading or uploading any contest-related information or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Contest.

#### 4. JUDGING:

All eligible Entries will be judged by the Judges based on the following weighted criteria:

Overall appeal  
Representation of product

In the event of tie, a third party Judge selected by the Sponsor, will judge those entries to determine the winner.

5. PRIZES: Only the prizes listed below will be awarded in this Contest.

Up to thirty-two (32) First Prizes: Prize awarded to the Entrant based on Judge's decision, per criteria listed above. Each First Prize winning Participant (up to thirty-two (32) in all) will have their Entry featured in social media and on Sponsor's website with credit to the Participant. Participant will also receive one fifty dollar (1 US\$50) Amazon gift card.

Up to two (2) Grand Prizes: Prize will be awarded to winning Participant (up to two (2) in all) which will be selected at random from the up to thirty-two (32) first prize winners. Winner will receive one two hundred dollar (1 US\$200) Amazon gift card.

PCA Products reserves the right to change the gift card type at their sole discretion.

Total approximate retail value of all prizes in this Contest not to exceed \$2,000.00.

LIMIT: One (1) entry per address permitted; no limit per Participant.

#### PRIZE NOTES:

- Prize is provided on an "as is" basis, without any warranty of any kind. Prize is non-transferable. Prize may not be redeemed for cash. Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable.
- Prize winner is responsible for any and all applicable fees, service charges, surcharges, federal, state, and local taxes, if any, and any other unspecified expenses associated with acceptance or use of the Prize.
- All estimated retail values are subject to change based on, among other things, normal price fluctuations associated with the marketplace and date of purchase. No substitution or transfer of Prizes is permitted. If the Prize or the Prize notification is returned as undeliverable or any non-compliance with the Official Rules or failure to respond within the applicable time period, it will result in forfeiture of the Prize and will be awarded to the next entry with highest Judges score as determined by the Judges.
- Prize will be awarded only if the prize winner fully complies with these Official Rules. Sponsor or Sponsor's representative reserves the right to remove or to deny portions of the prize package to winner who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person with no further compensation.

#### 6. WINNER NOTIFICATION:

Prize winners will be notified on or about the third Monday of December each calendar year the Contest is ran. Conduct of the Contest is under the supervision of the Sponsor. Winners will be notified via email or phone based on the information entered during the registration process. The prize winners will be required to reply confirming prize winner's e-mail address, full mailing address and phone number within three (3) days of the prize notification date. Each Prize winning Participant will be required to sign an affidavit of eligibility/publicity and liability release, and return it properly executed, within (3) days of attempted notification as a condition of awarding the Prize. Execution and return of such release is an absolute prerequisite to delivery of the award by Sponsor.

Once eligibility has been verified and the Sponsor receives the prize winner's requested information, the Sponsor will arrange to award the Prize. Prize winners must reply with all required information in order to receive their Prize.

#### 7. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:

Acceptance of any Prize constitutes prize winner's permission for the Promotion Entities to use prize winner's entry materials, name, business name, photograph, installation video, likeness, voice, biographical information, statements and complete address (collectively, the "Attributes") for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Promotion Entities from all claims arising out of the use of such Attributes.

Submission of an entry grants the Sponsor and its agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify such entry in any way, in any and all media, without limitation and without any compensation to the entrant. Submission of an entry further constitutes the Entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the entry, including, without limitation, all copyrights.

#### 8. DISQUALIFICATION:

Sponsor reserves the right in his sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to disparage, annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted. 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 provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### 9. LIMITATION OF LIABILITY:

Neither Sponsor, Judge, the Promotion Entities, nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, officers, directors, employees, agents, advertising and promotion agency, attorneys, successors and assigns (the "Released Parties") shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in any way relating to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) electronic or human error which may occur in the administration of the Contest or the processing of entries; (v) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest (vi) use of any Prize and (vii) the judging process including the outcome of the Contest.

#### 10. DISQUALIFICATION/FORCE MAJEURE:

In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding the Prize or continuing with the Contest as contemplated herein by any event beyond his control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) judge all eligible, non-suspect entries received as of the date of the event, giving rise to the termination. Inclusion in such judging shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of Prize described in these Official Rules will be awarded.

#### 11. DISPUTES:

Except where prohibited by law, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state of Tennessee without regard its conflict of laws principles with venue in the State of Tennessee, and all claims must be resolved in the courts of the State of Tennessee; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) unless otherwise prohibited, 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 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 Contest shall be governed by, and construed in accordance with, the laws of the state of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the state of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Tennessee.

#### 12. ARBITRATION PROVISION:

By participating in this Contest, each Entrant agrees that any and all disputes the entrant may have with, or claims Entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (i) the Contest, (ii) the awarding or redemption of any Prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "Forum") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location in the state of Tennessee or at such other location as may be agreed by Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Contest. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the participant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award punitive damages against the participant or Sponsor. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at [www.arb-forum.com](http://www.arb-forum.com). If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

WINNERS LIST: To obtain the name of the winners, send a self-addressed stamped envelope to: PCA Products Winning is a Snap Winners List, PO Box 4605, Sevierville, TN 37864.

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The use of any prize manufacturer, name or trademark in connection with any of the prizes is solely for the purpose of describing such prize, and is not intended to suggest any affiliation or sponsorship.