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FACEBOOK PETS & PLUMBING PHOTO CONTEST OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility:** This campaign is open only to residents of the New York State Buffalo Niagara Region which includes: Allegany County, Cattaraugus County, Chautauqua County, Erie County, Genesee County, Niagara County, Orleans County, and Wyoming County. Residents must be over the age of 18 or have written guardian consent submitted to marketing@erbco.com prior to minor submitting any personal information to the contest.
- 2. Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Buffalo Plumbing Showroom | Erb Co., Inc ("Contest Owner"). as final and binding as it relates to the content of this Campaign.
- 3. Campaign Period:** Entries will be accepted online starting *June 5, 2019 at 12:00 PM EST* and ending *June 12, 2019 at 12:00 PM EST*. All online entries must be received by *June 12, 2019 at 12:00 PM EST*.
- 4. How to Enter:** The Campaign must be entered by submitting a clear pet and plumbing related photo to the Buffalo Plumbing Showroom (BPS) Business Facebook page. The entry must fulfill all Campaign requirements, as specified, to be eligible to win the prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Contest Owner.
You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Contest Owner.
- 5. Prizes:** The Winner of the Facebook Campaign (the "Winner") will receive exposure of their winning photo on the BPS Facebook, Instagram, and Twitter social media banners, concurrently, from *June 17, 2019 at 12:00 PM EST* and ending *July 1st, 2019 at 12:00 PM EST*. No cash or other prize substitution shall be permitted. The prize is nontransferable. All prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission, declaration, and release as required, for Contest Owner to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification:** Under the supervision of Contest Owner, Winner will be selected based on the photo that meets all eligibility requirements and receives the most "Likes". Winner will be notified through direct messaging on the platform through which the winning entry was received within 24 hours following selection of Winner. Contest Owner shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information.
If Winner cannot be contacted, is ineligible, fails to claim the prize within 24 hours from the time award notification was sent, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Contest Owner's sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- 8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Contest Owner, anyone acting on behalf of Contest Owner, and Contest Owner licensees, successors, and assigns shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait,

picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

By entering this content, You represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property rights of another, You will be disqualified at the sole discretion of Contest Owner. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Contest Owner from and against any suit, proceeding, claims, liability, loss, damage, costs or expenses, which Contest Owner may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: Contest Owner reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Contest Owner's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Contest Owner may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Contest Owner. Contest Owner reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Contest Owner has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, Contest Owner reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Contest Owner and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF [THE UNITED STATES OF AMERICA AND NEW YORK WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in [location] having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Notice: Information submitted with an entry is subject to the Privacy Notice stated on the Buffalo Plumbing Showroom website. Visit the website "Contact" page to read the Privacy Notice.

13. Sponsor: The Sponsor of the Campaign is [Contest Owner].

14. Facebook: This promotion is in no way sponsored, endorsed, administered by, or associated with Facebook. You understand that you are providing your information to Buffalo Plumbing Showroom | Erb Co., Inc ("Contest Owner") and not to Facebook. By participating in this promotion, you agree to a complete release of Facebook from any claims.