

Eagle Bay Photo Contest General Agreement and Disclaimer

Rules

Submissions may be entered online ONLY via the Eagle Bay website.

Submissions must be for a hardscape project utilizing Eagle Bay pavers or walls.

Only projects completed January 1, 2009, to the present will be considered.

A minimum of 2 photos and a maximum of 10 photos can be submitted.

Submissions will be reviewed by a panel of Eagle Bay employees.

For every company that submits a project, Eagle Bay will send one (1) Eagle Bay hat to the address provided on the submission form.

Submissions are reviewed on the first Monday or Tuesday of every month, and winners are notified by email on one of those two days.

If Eagle Bay does not hear back from the winner by the first Wednesday of the review week, Eagle Bay will call the winner and send a follow-up email. If there has been no response from the winner by the first Friday of the review week, a new winner will be selected and notified on the following Monday (second Monday of the month.)

Submissions are scored by a panel of Eagle Bay employees and evaluated on the following:

- overall hardscape design
- comprehensive use of EB materials
- quality of project photography
- clarity and accuracy of submission

Each month, the selected winner will receive one (1) Eagle Bay Jacket, a cut sheet PDF of his or her project, and be featured in the monthly Eagle Bay newsletter.

The grand prize winner will be announced April 1, 2012, and will receive a two (2) night stay at The Homestead valued at \$500.

General Agreement

Contest entrants agree to abide by the terms of these Official Rules and by the decisions of the judging organization, which are final on all matters pertaining to contests. The return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner.

Disclaimer

1. Eagle Bay is not responsible for entries not received due to lost, failed, delayed or interrupted connections or miscommunications, or other electronic malfunctions. Eagle Bay is not responsible for incorrect or inaccurate entry information, whether caused by persons entered on the website or by any of the equipment or programming associated with or utilized in the contest, or by any human error, which may occur in the processing of the entries in this contest.

2. By entering, participants release and hold harmless Eagle Bay as well as any directors, officers, or employees of those organizations from any and all liability for any injuries, loss, or damage of any kind arising from or in connection with the contest.

3. If, for any reason, the contest is not capable of being conducted as planned, including any causes beyond the control of the administrators, Eagle Bay reserves the right, at its sole discretion, to cancel, modify, suspend, or terminate the contest without notice to the entrants.

4. Entry into the photography contest does not create any vested right or interest for the participants in the prizes offered for the contest.

Release Form

I represent that I have all rights in the submitted images necessary to grant the following release. If the submitting person is a business entity, I represent that I am an agent of that entity authorized to grant the following release, that the release is made both on behalf of myself as an individual and on behalf of the entity, and that the release is binding on the entity.

I hereby grant Eagle Bay Hardscape Products permission to use my likeness and the likeness of all individual pictures as well as their names and other images I have submitted in any and all publications including, website entries, without payment or any other consideration in perpetuity. I understand and agree that these photos can be used as stated above.

I hereby irrevocably authorize Eagle Bay Hardscape Products to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing Eagle Bay programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge Eagle Bay from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, the entity I represent, any agents thereof or any other persons acting on my behalf, on behalf of my estate, or on behalf of the entity I represent have or may have by reason of this authorization.

Consumer Disclosure

The prizes offered are as follows:

- (a) Each company that enters will receive one (1) Eagle Bay hat with a retail value of five dollars (\$5.00)
- (b) Once a month for six (6) months, a winner will be selected based on the criteria described above to receive one (1) Eagle Bay jacket with a retail value of seventy-five dollars (\$75.00), a total of six (6) jackets are available through the term of the contest.
- (c) At the end of the period of the contest, a grand prize winner will be selected to win a two (2) night stay at The Homestead valued at five hundred dollars (\$500.00).

Odds of receiving the Eagle Bay jacket or the stay at the Homestead are based on the number and quality of entries received. Winners are not selected by random drawing but are awarded on merit as described above.