

# Giveaway Rules and Regulations

*NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.*

## 1. Eligibility

Red White & Blue One Dream Floor Award (the "Giveaway") is open to legal residents of Mecosta, Osceola, Newaygo and Lake County's Michigan, United States who are at least eighteen (18) years old at the time of entry. Must be a non-profit organization that directly benefits active duty armed forces and/or veterans. No anonymous or self-nominations accepted. Employees of Gilbert's Carpets Plus Color Tile and other companies associated with the promotion of the Giveaway, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to federal, state, and local laws and regulations.

## 2. Sponsor

The Giveaway is sponsored by Gilbert's Carpets Plus Color Tile, located at 14150 Northland Drive, Big Rapids, Michigan 49307.

## 3. Agreement to Official Rules

Participation in the Giveaway constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decision of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

## 4. Giveaway Nomination Period

The Giveaway Nominations begin on March 1st, 2024 at 8:00:01 a.m. EST and ends on April 1st, 2024 at 08:00:01 p.m. EST (the "Nomination Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest either through a Mail-In entry or Online Submission.

## 5. How to Enter

**Online:** This method of entry will be available by visiting the following website (<https://www.gilbertscarpetsplus.com>) and following the directions provided to fill out the entry information and submit.

**Via Mail:** This method of entry will be available for the entire Giveaway Period. By filling out the application that is available by request (231-796-2700) or by picking up at one of the following locations, and mail in an envelope with the proper postage affixed to: 14150 Northland Drive, Big Rapids, MI 49307. Multiple Mail-In Entries must be mailed separately. All mail-in entries must be postmarked by April 1st, 2024 and Received by April 7, 2023.

**All entries become the property of the Sponsor and will not be returned.**

## 6. Judging Criteria

On or about April 7th, 2024, Submissions will be reviewed by a judging panel which may include, in whole or in part, employees of the Sponsor and Promotional Partner or any of their agents ("Judges"). Submissions will then be reviewed by the Judges to determine the Winners. Winning Submissions in their sole and absolute discretion deem to best meet the judging criteria and the spirit of the Contest. Judges will take in consideration the Public Vote when determining a winner. Public Vote does not determine the winner of the Giveaway. The decisions of the Judges shall be final in all respects. The Sponsor will attempt to notify the potential winner at the Ceremony on May 27 and if not present via telephone or email on or about May 27th, 2024. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place from the remaining eligible entries.

## 7. Winner Notification

The potential winners will be notified by email, mail or phone. Each potential Grand Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeit prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners' behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternative winner chosen by the judges from the remaining eligible entries. Only three (3) alternative winners will be chosen, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Giveaway.

## 8. Prizes

Grand Prize (4) – A Dream Floor Makeover. Dependent on Room Chosen, Winner Preferences, and Supplies available. Maximum of 500 Sqft provided or \$1500 whichever limit is reached first.

All Approved Nominees (Unlimited) – 10% Discount on Products from Gilbert's Carpets Plus

## **Giveaway Rules and Regulations**

### **9. General Conditions**

In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) terminate the contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal or civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

Gilbert's Carpets Plus reserves the right to change or amend these Rules & Regulations, at any time, and without notice.

### **10. Release and Limitations of Liability**

By participating in the Giveaway, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Giveaway, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of the prize (including any travel or activity related thereto), including but not limited to: (a) any technical errors associated with the Giveaway, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) lost, late, incomplete, garbled, illegible, undelivered, stolen, damaged, delayed, postage-due or misdirected mail, entries, application downloads, & any other errors or problems in connection with the Giveaway, including, without limitations, errors that may occur in the administration of the Giveaway, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Giveaway or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

### **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and cause of action arising out of, connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Michigan. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Michigan, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Michigan.

### **12. Privacy**

Information collected from entrants is subject to sponsor's privacy policy.

### **13. Winner List**

To request the name of the winner, send a self-addressed, stamped envelope to 14150 Northland Drive, Big Rapids, Michigan 49307. Winner List requests will only be accepted after the promotion end date (listed above). For the Winner List, you can also send an email to: [corinne@gilbertscarpetsplus.com](mailto:corinne@gilbertscarpetsplus.com).