

Eagle Bay Hardscape Hero 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 products.
- Only projects completed within the last 12 months will be considered.
- A third party panel will blind-review the submissions from the (2) previous months. Winners will be selected on the 15th or next business day of each month. Submissions are evaluated on the following:
 - General Project Aesthetics
 - Colors And Patterns
 - Unique Use Of Product(s) – Patio Pavers, Walls, Driveways, Fire Pits, etc.
 - Integration Into The Natural Landscape
- For every company that submits a project, Eagle Bay will send one (1) Eagle Bay hat to the address provided on the submission form.
- If Eagle Bay does not hear back from the winner within two (2) days, Eagle Bay will call the winner and send a follow-up email. If there has been no response from the winner within three (3) days of the initial email, a new winner will be selected and notified.

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.

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 personal and/or business names and other images I have submitted in any and all media without payment or any other consideration in perpetuity.
- 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.

Disclaimer

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

Consumer Disclosure

Once a month a monthly winner will be chosen based on the criteria described above. The prizes offered are as follows:

- Each company that enters will receive one (1) Eagle Bay hat with a retail value of eight dollars (\$8.00).
- Once a month for twelve (12) months, a winner will be selected based on the criteria described above to receive one (1) gas card with a retail value of two hundred and fifty dollars (\$250.00), (1) certificate for \$500 Eagle Bay Bucks with a retail value of five hundred dollars (\$500.00), (1) Truck Sticker with a retail value of two dollars (\$2.00), (10) Hardscape Hero T-shirts with a retail value of one hundred and twenty dollars (\$120.00), and a professional photo shoot at the property submitted, valued at two thousand five hundred dollars (\$2500).

Once a year a yearly winner will be chosen based on the criteria described above. The prizes are as follows:

- \$2,000 Gift Card with a retail value of two thousand (\$2,000.00), \$1,500 in other prizes with a retail value of one thousand five hundred dollars (\$1,500.00), \$500 in marketing materials with a retail value of five hundred dollars (\$500.00), and a framed photo of the catalog feature with a retail value of two hundred and fifty dollars (\$250.00).

Odds of winning 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.