



Eastern Surfaces' Summer Countertop Makeover Sweepstakes

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

- 1. Eligibility:** This Sweepstakes is open only to those who follow the guidelines on easternsurfaces.com/news/summer-countertop-contest and who are **18 years or older** as of the date of entry. The Sweepstakes is only open to legal residents of **Pennsylvania within a 45-mile radius of Eastern Surfaces' Allentown location, at 601 South 10th Street, Allentown PA 18103**. The Sweepstakes is void where prohibited by law. Employees of Eastern Surfaces, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that the person you nominate meet the eligibility requirements. In addition, You and your Nomination agree to accept the decisions of Eastern Surfaces as final and binding as it relates to the content of this Sweepstakes.
- 3. Sweepstakes Period:** Entries will be accepted online on Facebook starting on June 1, 9 AM ET and ending August 31, 5 PM ET. All entries must be received by August 31, 5 PM ET.
- 4. How to Enter:** The Sweepstakes must be entered by posting the required information on Facebook and tagging the Eastern Surfaces Facebook account. The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Eastern Surfaces. Eastern Surfaces will repost your submission on Facebook. This counts as one entry. Additional likes or comments on the Eastern Surfaces post of your submission count as additional entries.
- 5. Prizes:** The Winner(s) of the Sweepstakes (the "Winner") will receive **up to 45 square feet of select granite and/or quartz materials, choice of standard edge treatments, choice of in-house 18-gauge stainless steel sinks, and templating, fabrication and installation services**. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Eastern Surfaces. The prize is nontransferable. Any and 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 for Eastern Surfaces 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 submissions received. In addition, the odds of winning depend on the number of additional "entries" for each submission. Additional likes and comments on the Eastern Surfaces Facebook post of Your submission count as additional entries for a higher chance of being randomly selected.

7. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of Eastern Surfaces. Winner will be notified by Facebook within five (5) days following selection of Winner. Eastern Surfaces 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 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT EASTERN SURFACES' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES, 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 Eastern Surfaces, anyone acting on behalf of Eastern Surfaces, and Eastern Surfaces' 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 Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

9. Terms & Conditions: Eastern Surfaces reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Eastern Surfaces' control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Eastern Surfaces may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Eastern Surfaces. Eastern Surfaces 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 Sweepstakes or website or violates these Terms & Conditions. Eastern Surfaces has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, 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 Sweepstakes 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 Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Eastern Surfaces 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 Eastern Surfaces 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 Sweepstakes 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 SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND PENNSYLVANIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, 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 Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Pennsylvania 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 Sweepstakes). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Eastern Surfaces website. To read the Privacy Policy, easternsurfaces.com/privacy-policy click here.

13. Sponsor: The Sponsor of the Sweepstakes is Eastern Surfaces 601 South 10th Street, Allentown, PA 18103.

15. Facebook: The Sweepstakes hosted by Eastern Surfaces is in no way sponsored, endorsed, administered by, or associated with Facebook.