



# The “Cooler” Perfect Water Sweepstakes

## Official Rules

Enter once per month between 6/01/2021 and 8/30/2021 for a chance to win one of three Yeti coolers. Approximate retail value (“ARV”) of all prizes is approximately \$749.94.

No purchase necessary to enter or win nor will a purchase increase your chances of winning.

**Eligibility:** In order to participate in The “Cooler” Perfect Water Sweepstakes (the “Sweepstakes” or the “Promotion”), you must be at least eighteen (18) years of age or older and a legal U.S. resident who resides in the state of North Carolina or South Carolina (Promotion void elsewhere).

Employees and directors of Parnell Pool and Spa (“Sponsor”) and its subsidiaries, affiliates, distributors, retail dealers, advertising and promotional agencies, and printing vendors (collectively, the “Affiliated Parties”), and their immediate family members or those living in the same household with such individuals, are not eligible to participate. Sweepstakes is subject to all applicable federal, state, and local laws. Immediately upon submission, all entries become the property of Sponsor and will neither be acknowledged nor returned other than as herein described. By entering, each entrant (the “Entrant”) acknowledges acceptance of and compliance with these official rules (the “Official Rules”).

**Sweepstakes Entry Period:** The Sweepstakes begins at 12:00 am ET on June 1, 2021 and ends at 11:59 pm ET on August 30, 2021.

**How To Enter:**

1. Visit our Fayetteville or Lumberton stores to take a water quality test.
2. Achieve a "perfect" water quality score.
3. Like the Parnell Facebook Page (<https://www.facebook.com/ParnellPoolandSpa>) or Instagram Account (<https://www.instagram.com/parnellpoolandspa/>).
4. Post your perfect water quality score photo and tag Parnell's Facebook or Instagram accounts in your photo.
5. Use the hashtag #perfectwaterquality in your post.
6. Entrants are subject to all notices posted online including but not limited to the Sponsor's privacy policy.
7. **Limit one (1) entry per month for up to three total entries per person during the contest, but you can test daily until you achieve a perfect water quality score.**
8. **Only one winner per household for the full contest timeframe.**

By entering and providing the required entry information, Entrants acknowledge that the personal information collected from Entrants is subject to the Sponsor's privacy policy, which can be found at <https://www.parnellpoolandspa.com/privacy-policy/>.

**Random Drawing/Winner Notification:** One (1) winner per month (in June, July, and August) will be selected in a random drawing taking place on or about the end of every month from all eligible entries received. Drawing will take place at the offices of Sponsor, whose decision is final.

Winner will be notified by email and phone call and may be required to sign and return, within five (5) business days of winner notification, an Affidavit of Eligibility, a Liability Waiver, and, where allowable, a Publicity Release (collectively, "the Releases"). The Releases must be returned within the specified time or Prize will be forfeited and an alternate winner chosen.

If a notification or Prize is returned as undeliverable, or if a winner is found to be ineligible or not in compliance with these rules, that winner will be disqualified, and the prize will be awarded to an alternate winner in a separate random drawing. If the Releases are returned as undeliverable or if the selected winner cannot accept or receive the Prize for any reason, the Prize will be forfeited and an alternate winner will be selected in a separate random drawing.

Prizes can be picked up at the store after each winner is verified.

### **Prize Packs | Approximate Retail Value ("ARV") | Odds:**

**Prizes:** Three (3) winners will be selected for each of the three (3) coolers being given away consisting of prizes with an ARV of \$269.98 each.

Total ARV of all available prizes is \$749.94. The odds of winning depend on the number of entries received during the Sweepstakes.

**Prize Conditions and Limitations:** Any and all taxes on any prize won are the sole responsibility of the winner. Winners may not substitute, assign, or transfer any prize. Prizes, including size and color, subject to availability. Sponsor reserves the right, at its sole discretion, to substitute any prize or portion of a prize with one of equal or greater value. Any expenses related to the acceptance of a prize are the winner's sole responsibility. Arrangements for fulfillment of the prize will be made by Sponsor.

**Publicity Release:** Except where prohibited, acceptance of a prize constitutes winner's consent that his or her name, likeness, voice and/or limited biographical data (name and area of residence) may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent.

**Release:** By entering, each Entrant agrees to hold harmless and indemnify the Affiliated Parties against any and all liability, damages or causes of action (however named or described) due to any injuries, theft, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from (a) acceptance, receipt, possession, misuse or use of any portion of a prize; (b) participation in this Sweepstakes or participation in any Sweepstakes-related activity; (c) any malfunction of the entry website; (d) any error in the collection or retention of entry information; or (e) any typographical or other error in the printing, offering or announcement of any prize. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participating in this Sweepstakes or use or redemption of any prize. All merchandise prizes are awarded "as is" with no at-law or implied warranties whatsoever. By participating in this promotion, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor.

Sponsor and the Affiliated Parties are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with, or utilized in, this Promotion, or by any technical or human error which may occur in the processing and/or transmissions in the Promotion. The Affiliated Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or

unauthorized access to, or alteration of, entries. The Affiliated Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email due to technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to, or resulting from, participating in or downloading of materials in this Promotion. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Promotion, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper administration of this Promotion, as contemplated by these Official Rules. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion, and select winners from all entries received up to the time of termination. Any person attempting to defraud or in any way tamper with the mechanics or logistics of this Promotion will be declared ineligible and may be prosecuted to the full extent of the law.

**Disputes/Choice of Law:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Fayetteville, North Carolina, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred,

but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "special damages"), and (4) entrant hereby waives all rights to claim special damages and all rights to have such damages multiplied or increased. The law of the state of north carolina, without reference to choice of law rules, governs the sweepstakes and all aspects related thereto.

**Winners List:** To obtain any legally required winners list, send a self-addressed, stamped, #10 standard-sized envelope (after September 30, 2021, but no later than December 31, 2021) to: Parnell Pool and Spa; 4206 Cumberland Rd. Fayetteville, NC 28306; Attn: Perfect Water Challenge Contest.

**Void where restricted or prohibited by law.**