

Visualize Your Space Contest OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS OPEN TO LEGAL U.S. RESIDENTS CURRENTLY RESIDING IN THE 50 UNITED STATES AND WASHINGTON, D.C., 18 YEARS OF AGE OR OLDER AS OF 1/1/16. CONTEST PERIOD BEGINS AT 12:00:01 AM PT ON 3/1/2017 AND ENDS AT 11:59:59 PM PT ON 4/12/2017. VOID OUTSIDE THE U.S. AND WHERE PROHIBITED BY LAW. SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES.

SPONSOR: Eldorado Stone Operations LLC, 1370 Grand Avenue, Building B, San Marcos, California 92078. (800) 925-1491.

ELIGIBILITY: The Eldorado Stone Visualize Your Space Contest ("Contest") is open and awards will only be granted to legal U.S. residents currently residing in the United States and Washington, D.C., 18 years of age or older. Eligibility is limited to legal U.S. residents. Employees of Eldorado Stone Operations LLC ("Sponsor"), or any of its parent companies, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, webmasters, and members of their immediate families (spouses, parents, children, siblings and their spouses, regardless of where they live) and those living in the same household are not eligible to enter or win. Sponsor reserves the right to conduct a background check on any potential grand prize winner and reserves the right in its sole discretion to disqualify any person based on such background check if Sponsor determines in its sole discretion that awarding the prize to such potential grand prize winner might reflect negatively on Sponsor. By entering the Contest, each entrant fully and unconditionally agrees to be bound by these Official Rules and by the decisions of Sponsor which are final on all matters pertaining to the Contest. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram.

TIMING: The Contest period ("Contest Period") begins at 12:00:01 AM PT on 3/1/2017 and ends at 11:59:59 PM PT on 4/12/2017. Sponsor's computer system is the official time-keeping device for the Contest.

HOW TO ENTER: During the Contest Period, you may enter the Contest in the following way:

If you have an interior space within your residence or other property within which you would like to install Eldorado Stone product, then you may enter the Contest by visiting the Eldorado Stone Website and completing the online entry form and providing (1) your name, address, email address, phone number and the address of your residence or other property where you would like to install Eldorado Stone products; and (2) uploading at least one photo through the Visualize Your Space tool of the interior or exterior space at your residence or other property where you would like to install Eldorado Stone products.

Incomplete entries will not be accepted and will be automatically rejected. No mass entries or mechanically reproduced entries will be accepted. Only (1) one entry per household will be accepted. Additional entries will disqualify the submitting entrant from this Contest and eligibility for a prize. All eligible entries will be entered in the prize evaluation. When you enter the Contest at the Eldorado Stone Website, you will be asked to consent to receive promotional e-mails and reminders from the Sponsor. You can opt-out of receiving offers from Sponsor at any time and opting-in does not impact your chances of winning. See Sponsor's privacy policy at www.eldoradostone.com for complete terms. Consenting to receive such e-mails is optional and does not have to be agreed to in order to be eligible to enter the Contest and does not improve your chances of winning. Proof of online submission is not considered proof of delivery or receipt. All entries become the property of Sponsor and will not be returned.

GRAND PRIZE/ ODDS OF WINNING: One (1) grand prize winner will be awarded a maximum of \$5,000 (calculated at MSRP pricing) of their choice of Eldorado Stone products by Sponsor to use at the winner's sole discretion. All taxes, fees, and surcharges on any prize and all other expenses not explicitly included above in the description of such prize are the sole responsibility of the winner. All federal, state, and local taxes on prize are winner's responsibility. The grand prize winner will be issued a 1099 tax form for the ARV of the prize. No substitution, cash alternative, or transfer of prize is permitted, except by Sponsor, who reserves the right, at its discretion, to substitute the prize of equal or greater value. Product shall be conveyed to the winner without representations or warranties, express or implied. Installation of the Product shall be the winner's sole responsibility. Sponsor reserves the right to substitute the prize, or portion(s) thereof, with a prize of comparable or greater value, at its sole discretion. ODDS OF WINNING A PRIZE ARE DEPENDENT ON NUMBER OF ELIGIBLE ENTRIES RECEIVED. Total ARV of all prizes: \$5,000.

WINNER DETERMINATION: Sponsor's decisions as to the administration and operation of the Contest and the selection of the potential winners are final and binding in all matters related to the Contest and are subject to change. Sponsor will select on or around 4/21/17, in its sole and exclusive discretion, 6 finalists from all eligible entries received during the Contest Period. The criteria to be used by Sponsor in selection of the finalists shall solely be in the discretion of Sponsor and its internal panel of judges. Finalist entries will be published to the Eldorado Stone Facebook page (Facebook.com/eldoradostone) where public voting will determine the Grand Prize Winner. The criteria to be used in the selection of a potential Grand Prize winner will be subject to the amount of Likes the official entry photo receives during the public voting period which concludes on 5/5/17. The potential winner will be initially notified by mail, email or phone and will be sent an official notice, which will include an Affidavit of Eligibility, Liability & Publicity Release. The potential grand prize winner will be required to sign and return to Sponsor, the Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize. Such Affidavit of Eligibility, Liability & Publicity Release must be received by Sponsor within five (5) business days of his/her receipt of the official notice. If potential winner cannot be contacted, or fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, then the potential winner forfeits his/her prize. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner of any prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by Sponsor, in its sole and exclusive discretion, from among all remaining eligible entries. Only three (3) alternate potential winners will be selected after which the

prize will remain un-awarded. Prize will be shipped to the winner approximately 8-10 weeks after the conclusion of the Contest, at no shipping or handling costs to the winner.

RELEASE: By entering, all participants and/or entrants release and hold harmless Sponsor, and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize. This Contest is governed by U.S. law and is subject to all federal, state and local laws and regulations. Void outside the U.S. and where prohibited by law.

PUBLICITY: By entering into the Contest, each entrant consents to the use and publication by Sponsor and its designee of his/her name, photographs, likeness, biography, voice, performance and/or video in any and all media, including online announcements now or hereafter known, worldwide and without limitation and without additional compensation, notification or permission, except where prohibited by law. In addition, each entrant consents to the use and publication by Sponsor and its designee of all before/after photographs submitted to Sponsor with the Contest entry, in any and all media, including online announcements now or hereafter known, worldwide and without limitation and without additional compensation, notification or permission, except where prohibited by law. Not all photographs submitted with Contest entries will be published and Sponsor retains the right to select which entry photographs to publish and use.

GENERAL CONDITION: Entry materials that have been tampered with or altered are void. If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, the Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Contest, or to terminate the Contest and to select the potential grand prize winners using all eligible, non-suspect entries received as of the termination date. Should the Contest be terminated prior to the stated expiration date, notice will be posted on the ES Website.

LIMITATION OF LIABILITY: The Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries, including, without limitation, errors that may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-related materials; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all

eligible entries received up to the date of discontinuance, including entries confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted prior to the date of discontinuance, for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of California or the appropriate California State Court located in San Diego County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, special and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. In the event of a dispute as to any registration, the authorized account holder of the email address used in an online entry submission will be deemed to be the Contest entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. At the sole discretion of the Sponsor, the potential winner may be required to show proof of being the authorized account holder of the email address associated with the entry.

WINNERS LIST & OFFICIAL RULES: For a Winners List, go to www.eldoradostone.com on or about 5/15/17 and until 6/15/17. For a copy of the Official Rules, visit <u>www.eldoradostone.com</u>.

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