

DECKORATORS, INC TOP POST TOURNAMENT CONTEST RULES

1. Eligibility

The Deckorators, Inc. (the “Sponsor”) Top Post Tournament Contest (the “Promotion”) is open only to legal residents of the fifty (50) United States, the District of Columbia or Puerto Rico, who are eighteen (18) years of age or older or the age of majority in their state of residence as of the date of entry. Void outside of the fifty (50) United States, the District of Columbia, Puerto Rico, and where prohibited or restricted by law. Officers, directors, managers, and employees of Sponsor, and each of its respective parents, subsidiaries, affiliates and related companies and their respective advertising and promotion agencies, consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Promotion, are not eligible to participate. “Immediate family member” shall be deemed to mean husband, wife, children, mother, father, sister, sister-in-law, brother or brother-in-law. The Promotion is subject to all applicable federal, state and local laws and regulations.

2. Agreement to Rules

By participating in the Promotion, you agree to be fully unconditionally bound by the terms and condition set forth herein (the “Rules”), and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Sponsor as final and binding as it relates to all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. Sponsor

Deckorators, Inc., located at 2801 East Beltline Ave NE, Grand Rapids, MI 49525.

4. Promotion Period

The Promotion begins on Friday, March 14, 2025, at 9:00 a.m. EST and ends Wednesday, April 4th, 2025, at 10:00 a.m. EST (the “Promotion Period”).

5. How to Enter

NO PURCHASE NECESSARY TO ENTER OR WIN THE PROMOTION. Pre-selected contractors are eligible to participate.

To be eligible to win a prize, the entry must fulfill the Rules as specified herein. Participants do not adhere to the Rules may be disqualified at the sole discretion of Sponsor. This contest is in no way sponsored, endorsed, or administered by Instagram.

6. Winner Selection and Prizes

There will be one winner. The winner will receive a Prize pack valued at over \$1,000. On April 4th, 2025, at the end of the tournament, the winner will be announced and contacted via Instagram direct message with details regarding how to claim their prize.

No cash or other prize substitution is permitted except at Sponsor’s discretion. Additionally, the prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and local taxes shall be the sole responsibility of the winner. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Acceptance of prize constitutes permission for Sponsor to use the winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

Sponsor shall have no liability if the winner fails to receive any notices due to the winners’ spam, junk e-mail or other security settings or provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to timely return a completed and executed declaration and release as required, or fails to respond within 30 days from the time award notification was sent, the prize may be forfeited, and an alternate winner selected.

7. Verification of Potential Winner

The receipt by winner of the prize offered in this Promotion is conditioned upon compliance with these Rules and all federal and state laws and regulations. The Promotion winner is subject to verification by Sponsor whose decisions are final and binding in all matters related to the Promotion. ANY VIOLATION OF THESE OFFICIAL RULES OR ANY LAW BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE PROMOTION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED. In the event that a potential winner of a contest prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner.

8. Odds

Odds of winning the prize is dependent on the number of eligible entries received during the Promotion Period.

9. Rights Granted by You/Publicity

By entering this Promotion, you understand and consent that Sponsor, anyone acting on behalf of Sponsor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Promotion, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

10. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. 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 Promotion or to be acting in violation of these Rules or in an unsportsmanlike or disruptive manner. Sponsor has the right, in its sole discretion, to maintain the integrity of the Promotion, 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 or scripts or other technical means for entering. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

By entering the Promotion, you agree to receive email newsletters periodically from Sponsor. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

11. Entry Conditions and Release

By entering the Promotion, you agree to defend, indemnify, release and hold harmless Sponsor, and its respective parent, subsidiaries, and affiliated companies, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, allegations, losses, damages, suits, fees, judgments, costs, liability, and expenses (collectively, "Claim"), including reasonable attorneys' fees and expenses incurred in responding to such Claim, resulting from, arising out of, relating to, or in any way connected with: (a) entrant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, including, without limitation, any injury or damage to persons or property which may be caused, directly or indirectly, by entrant's participation in the Promotion; (b) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (c) the unavailability or inaccessibility of any transmissions or telephone or internet service; (d) unauthorized human intervention in any part of the entry process or the Promotion; or (e) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

12. Limitations of Liability

Any dispute, claim, judgments, lawsuit, arbitration or cause of action of any kind (“Action”) shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees. Moreover, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental 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.

If for any reason an entrant’s entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion. No more than the stated number of prizes will be awarded.

13. Disputes

Any Action in any way arising from or relating to this Promotion shall be filed and maintained only in the Circuit Courts of Kent County, Michigan, or the Federal District Court for the Western District of the State of Michigan. Additionally, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan. As a condition of participating in this Promotion, participant agrees that any and all Actions which cannot be resolved between the parties connected with this Promotion shall be resolved individually, without resort to any form of class action.

14. Endorsement

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Youtube, Pinterest, LinkedIn, Google, or any other social media platform. You understand that you are providing your information to the owner of this Promotion and not to any social media platform.