

# Every Shingle Heart Initiative - Terms and Conditions

## Reliant Roofing Inc

NO PURCHASE IS NECESSARY TO NOMINATE OR BE SELECTED. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF SELECTION. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### 1. Eligibility

Every Shingle Heart - A Sponsor Initiative (hereinafter "Initiative") is open to legal residents of Duval, Nassau or St. Johns County, Florida, who are at least eighteen (18) years old at the time of entry. Employees of Sponsor Inc. and other companies associated with the promotion of the Initiative, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Initiative is subject to federal, state, and local laws and regulations.

### 2. Sponsor

The Initiative is sponsored by Reliant Roofing, Inc., located at 822 North A1A Highway, Suite 310, Ponte Vedra Beach, Florida 32082.

Purpose of the Initiative is to give local families in need the chance to receive a new roof system.

### 3. Agreement to Terms and Conditions

Participation in the Initiative constitutes entrant's full and unconditional agreement to and acceptance of these Terms and Conditions and the decisions of the Sponsor, which are final and binding. Being selected is contingent upon being compliant with these terms and conditions, and fulfilling all other requirements set forth herein.

### 4. Initiative Period

The Initiative begins on April 9, 2018 at and ends on July 31st, 2018 (the "Initiative Period"). Entries that are submitted before or after the Initiative Period will not be considered. Submissions will be accepted for the duration of the Initiative using only website submissions via the Sponsor's website/

### 5. How to Enter

This method of entry will be available by visiting our website ([www.reliantroofing.com](http://www.reliantroofing.com)) and following the directions provided to fill out the nomination information, and submit. This is the only method of which to enter or nominate a third party.

Limit one (1) entry per person, per email address, and per household for the duration of the Initiative Period, regardless of method of entry. Entries received from any person, e-mail

address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

#### 6. Announcement of Recipient

The Sponsor will select, at its sole discretion, a recipient from among all eligible entries received. The odds of being selected depend on the number of entries received and the stories submitted with the entry. The Sponsor will attempt to notify the potential Recipient via telephone or email. If the potential recipient cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential recipient in his/her place at Sponsor's sole discretion from the remaining eligible entries. The audience selected by the Sponsor will vote for a recipient of a new roof system from all entries submitted in compliance with the Terms and Conditions herein. However, Sponsor may or may not choose the "winning" recipient as chosen by voting, but may choose the Recipient at its sole discretion.

#### 7. Recipient Notification

The potential Recipients will be notified by email, mail or phone. Each potential Recipient (parent/legal guardian if a minor in his/her state of residence) will be required to electronically consent to the Terms and Conditions. If a potential Recipient cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), potential Recipient forfeits the right to have a roof installation gratis. If the potential Recipient is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the roof installation in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential Recipients behalf and fulfill any other requirements imposed on Recipient set forth herein. Potential Recipients must continue to comply with all terms and conditions of these Terms and Conditions, and being selected is contingent upon fulfilling all requirements. In the event that a potential Recipient is disqualified for any reason, Sponsor will award to an alternate Recipient at its sole discretion from among all remaining eligible entries. Only three (3) alternate selections will be held, after which the receipt of the roof installation gratis will remain un-awarded. Roof installation will begin approximately 8-10 weeks after the conclusion of the Initiative, or in another reasonable time frame determined by the Sponsor.

#### 8. What Recipient Will Receive if Selected by Sponsor

Installation of roof system gratis provided by Sponsor Inc.

#### 9. General Conditions

In the event that the operation, security, or administration of the Initiative is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Initiative is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Initiative to address the impairment and then

resume the Initiative in a manner that best conforms to the spirit of these Terms and Conditions or (b) terminate the Initiative and, in the event of termination, award the roof installation from among the eligible, non-suspect entries received up to the time of the impairment at the sole discretion of the Sponsor. The Sponsor reserves the right in its sole discretion to disqualify any individual or company it finds to be tampering with the entry process or the operation of the Initiative or to be acting in violation of these Terms and Conditions or in an uncharitable or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Initiative may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision.

#### 10. Release and Limitations of Liability

By participating in the Initiative, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Initiative, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Initiative or receipt or use of the roof installation (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Initiative, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Initiative; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Initiative, including, without limitation, errors that may occur in the administration of the Initiative, the announcement of the Recipient, the cancellation or postponement of the initiative, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Initiative-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Initiative or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Initiative, and in no event, shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Initiative. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages against any and all of the Released Parties. Recipient/potential recipients further waives any and all claims against the Sponsor arising out of the installation of

the roof, or any other claims that may have arisen, either directly or indirectly, from participation in the Initiative or receipt and installation of a roof system.

Recipient, potential recipient, those whom nominate a third party not only waives any and all claims and defenses associated with the Initiative, but also waives any right to a jury trial. Any legal disputes shall be determined by arbitration, of which the Sponsor shall select the arbitration.

#### 11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Initiative shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Florida. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Initiative, shall be governed by, and construed in accordance with, the laws of Florida, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Florida.

#### 12. Privacy

Information collected from entrants is subject to sponsor's privacy policy.

#### 13. Media & Publicity Release Form

Recipient understands that, during the course of his/her participation in the Initiative, Sponsor and those acting with the permission or authority of the Initiative, may capture my name, likeness, image, or voice in photographic, audio, video, digital or other forms ("Media"). I recognized that all Media – including film, photographic prints, audio, video or digital files, including those photos submitted with my nomination – become the exclusive property of Sponsor. In addition, Recipient permits Sponsor and those acting with Sponsor's permission or authority, to use Recipient's name and Media in materials available to existing and potential customers, staff and individuals within the community, including in publicity or promotional materials for Sponsor. Recipient waives any right to inspect or approve: (a) the finished Media, (b) any printed matter that may be used in conjunction with the Media, or (c) the eventual use to which the Media may be applied. I waive all right to compensation, royalties and damages, including all claims in tort, defamation, right to privacy, right of publicity claims or any other claims and defenses. Recipient releases him/herself on behalf of myself and all of my minor children who may be participating in the Initiative. This section constitutes the sole, complete, and exclusive agreement regarding the Media, and I am not relying on any other representation, whether oral or written.

#### 14. Acceptance and Consent

By clicking the "I agree to the terms and conditions" button, all potential recipients, including the selected Recipient, and those whom have nominated a potential recipient, consents to the terms and conditions herein, regardless if nominations were submitted on behalf

of a third party. Said third party is subject to and bound by all terms and conditions stated herein.