Castle Educational Home Tour Drawing

Official Rules 2016 Drawing

1) Prizes: 1) \$5,000 Castle Building & Remodeling gift certificate, 2) Bathroom Vanity, Countertop, Sink, and Faucet Replacement (\$3,500.00 value), and \$1,000 Warner's Stellian gift certificate, \$1000 Landscaping Design Services from Field Landscaping, Mercury Mosaics Backsplash Tile (\$750 value), The Natural Built Home Store - Gift Card \$500, and Various door prizes totaling over \$250 in value.

NO PURCHASE NECESSARY TO ENTER OR WIN THIS DRAWING.

1. HOW TO ENTER: The "Castle Educational Home Tour 2016 – "1) \$5,000 Castle Building & Remodeling gift certificate, 2) Bathroom Vanity, Countertop, Sink, and Faucet Replacement (\$3,500.00 value), 3) \$1,000 Warner's Stellian gift certificate, and 4) \$1000 Landscaping Design Services from Field Landscaping, 5) Mercury Mosaics Backsplash Tile (\$750 value) 6) The Natural Built Home Store - Gift Card \$500, 7) and Various door prizes totaling over \$250 in value" Drawing (the "Drawing") is sponsored by Castle Building & Remodeling, Inc., ("Castle") which owns and operates Castle Building & Remodeling and operates the Castle Educational Home Tour having its principal place of business at 2710 E. 33rd St, Minneapolis, Minnesota 55406. The Drawing entry period begins on July 1, 2016 at 12:01 a.m. Central Time ("CT") and ends on October 2, 2016 at 5:00 p.m. CT (the "Entry Period").

Enter to win:

- Enter Online: Completing an online entry form during the Entry Period via the Castle Home Tour web site (http://castlehometour.com/2016-contest/) automatically enters you in the Drawing.
- Enter in Person at Each Home during the Educational Home Tour: When visiting your first home make sure you pick up a tour pass / check in card. This card will be yours for the entire tour until your last home. Fill out the top of the card with your name, email, and how you heard about the tour. At each home you visit, the host will punch your check in card with our special punch marking which homes you have visited. Make sure to turn your tour pass / check in card at the last home you visit to be entered to win.
- Visit all 11 homes and 3 landscape projects and you will be entered a total of 14 times.
- Note: If you forget to turn in your tour pass / check in card at the last home you visit either:
 - Scan it or photograph it and email it to loren@castlebri.com
 - 2) Mail it to:

Castle Home Tour Contest 2710 E. 33rd St Minneapolis, MN 55406 All of the Drawing information will be posted at the Drawing Site at: http://castlehometour.com/2016-contest/ throughout the Drawing. You may enter only once during the Entry Period. Limit of one entry per person and per household, regardless of method of entry. Duplicate entries from the same e-mail address/household will be automatically eliminated. Where a dispute arises about who submitted an online entry, the entry will be deemed submitted by the holder of the e-mail account.

The official winners (the "Prize Winners") will be randomly drawn in separate drawings. All drawings will be held on October 10, 2016 at approximately 2:00 pm. The abovenoted deadlines are final. **Odds of winning depend on the number of eligible entries received, and are equal regardless of method of entry.**

- 2. ELIGIBILITY: This Drawing is open to any individual who is, (a) a legal resident of the state of Minnesota, U.S.A. and resides within 25 miles of a Castle Building & Remodeling showroom (the "Eligibility Area"); and (b) 18 years of age or older as of the date of entry. All prizes worth \$1000 or more must be redeemed by October 25, 2016. If winning prize is not claimed within 15 days of winning it will be awarded to a new person. Once a contestant has won a prize they are no longer eligible to win any other prizes. Castle holds the rights to deny any individual a prize at their own discretion. Employees, officers, directors and agents and their immediate families (regardless of where they live), or members of the same households (whether related or not) of Castle Building & Remodeling, Inc, and its affiliates and promotion agencies (collectively, the "Drawing Providers") and any other persons involved with this promotion, are not eligible to participate in the Drawing or to win any prize. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW. All federal, state and local laws and regulations apply.
- **3. PRIZE:** The winners of each Drawing (each, a "Prize Winner") will each be awarded a Prize. The Prize for each respective Drawing is identified below:

Grand Prizes – All entries are eligible to win

- 2) \$5,000 Castle Building & Remodeling gift certificate,
- 3) WayPoint 5' Bathroom Vanity, Cambria Countertop, Kohler Sink, and Kohler Faucet Replacement (\$3,550.00 value),
- 4) \$1,000 Warner's Stellian gift certificate, and
- 5) \$1000 Landscaping Design Services from Field Landscaping,
- 6) Mercury Mosaics Backsplash Tile (\$750 value),
- 7) The Natural Built Home Store Gift Card \$500, and
- 8) Various door prizes totaling over \$250 in value.

Odds of winning any Prize depend on the number of eligible entries received.

Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Drawing Providers' sole and absolute discretion. The Prize is nontransferable and nonexchangeable. No substitution or

cash redemption of the Prize is permitted except that Castle retains the right to substitute a prize of equal or greater retail value (or at Castle's election, the cash value of the Prize). Additional restrictions may apply. The Prize may be subject to certain other restrictions and qualifications of the Drawing Providers.

4. PRIZE DRAWING: The Prize Winners will be selected in a random drawing from all entries received that are eligible for the Drawing on October 10th about 2:00pm. Note: If you mail, scan, or email in your entry form because you forgot to turn it in at the last home your submission must be received by noon on the drawing date or you will not be entered to win.

In the event that the Prize for any Drawing cannot be awarded to the Prize Winner drawn for that particular Drawing, the Prize will be awarded to a randomly selected alternate. If the Prize for that Drawing still cannot be awarded to such first alternate, it will be awarded to the second randomly selected alternate.

The Drawing will be conducted by Castle, whose decisions, along with those of the other Drawing Providers, are final and binding on all aspects of this Drawing. By entering the Drawing, each entrant agrees to be bound by these rules and the decisions of the Drawing Providers. In the event of non-compliance, an alternate Prize Winner may be selected.

- **5. NOTIFICATION:** The Prize Winners for each Drawing will be notified by e-mail, by mail, and/or by telephone within 5 business days of the particular Drawing. Failure of a potential Prize Winner to respond within ten (10) business days from such notification may result in disqualification and the selection of an alternate as the Prize Winner.
- **6. CONDITIONS, DISCLAIMERS, AND LICENSE:** By entering this Drawing, each entrant agrees to be bound by these Official Rules and by all decisions of the Drawing Providers (which decisions are final and binding on all matters relating to the Drawing), and to comply with all federal, state and local laws and regulations. The decisions of the Drawing Providers are final on all matters of fact, interpretation, eligibility, procedure and fulfillment. In the event of non-compliance, an alternate Prize Winner may be selected. Entries and other submitted materials become the property of the Drawing Providers and will not be acknowledged or returned. Neither the Drawing Providers nor Internet access providers are responsible for incomplete, late, lost, misdirected or postage-due mail or for any technical malfunction, human error, lost/delayed data transmission, omission, interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, incomprehensible, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Official Rules. The Drawing Providers make no warranties, and hereby disclaim any and all warranties, express or implied, concerning the Prize furnished or made available in connection with the Drawing.

Although the Drawing Providers attempt to ensure the integrity of the Drawing, the Drawing Providers are not responsible for the actions of entrants or other individuals in

connection with the Drawing, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Drawing. The Drawing Providers are not responsible for injury or damage to entrants' or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Drawing or downloading materials from or using the Drawing Site. If, for any reason, the Drawing is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, preemption of regular broadcast programming, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Castle, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Drawing, Castle reserves the right in its sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Drawing, and to select a Prize Winner from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. All taxes (including without limitation Federal, state and local taxes) in connection with the Prize, and the reporting consequences thereof, are the sole responsibility of the Prize Winner.

By entering this Drawing, unless prohibited by law, the potential Prize Winner consents to use of his/her name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar promotions without compensation, and the potential Prize Winner may be required to provide a signed release acknowledging such consent. Moreover, by entering this Drawing, unless prohibited by law, the potential Prize Winner agrees to grant to the Drawing Providers, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the Prize Winner's name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Castle in its sole discretion.

7. CONDUCT: THE OFFICIAL RULES WILL BE POSTED AT THE DRAWING SITE THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THIS DRAWING, ENTRANT (A) FULLY AND UNCONDITIONALLY AGREES TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL DECISIONS OF THE DRAWING PROVIDERS (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING WITHOUT LIMITATION, DECISIONS REGARDING ELIGIBILITY, WINNERS AND THE INTERPRETATION OF TERMS USED IN THESE OFFICIAL RULES; AND (B) REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE DRAWING IS TRUE, ACCURATE AND

COMPLETE. THE DRAWING PROVIDERS RESERVE THE RIGHT, AT ANY TIME AND AT THEIR SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS DRAWING OR ANY FUTURE DRAWING OR OTHER PROMOTIONS OF THE DRAWING PROVIDERS, ANY INDIVIDUAL IT SUSPECTS TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE DRAWING OR THE DRAWING SITE; TO BE ACTING IN VIOLATION OF THE OFFICIAL RULES OR THE DRAWING SITE'S TERMS OF SERVICE, PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; TO BE ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON; TO HAVE FAILED TO AGREE TO THESE OFFICIAL RULES; OR TO BE IN VIOLATION OF THESE OFFICIAL RULES. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY INTERNET SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD CASTLE BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, CASTLE RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION.

- 8. RELEASE AND INDEMNIFICATION: BY ENTERING THE DRAWING, ENTRANTS RELEASE AND HOLD THE DRAWING PROVIDERS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE DRAWING OR PARTICIPATION IN ANY DRAWING-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE DRAWING, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.
- 9. LIMITATION OF LIABILITY: IN NO EVENT WILL THE DRAWING PROVIDERS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF ANY ACCESS TO AND/OR USE OF THE DRAWING SITE, THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE DRAWING SITE, THE REMOVAL FROM THE DRAWING SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR

PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE DRAWING. WITHOUT LIMITING THE FOREGOING, THE DRAWING, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. GOVERNING LAW: The Drawing and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of Minnesota (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in Minnesota. All applicable federal, state, and local laws and regulations apply.

11. MISCELLANEOUS:

- (a) Dates and Deadlines: Because of the unique nature and scope of the Drawing, the Drawing Provider reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Drawing.
- **(b) Privacy:** Information submitted in connection with the Drawing will be treated in accordance with these Official Rules and Castle's Privacy Policy (as may be amended from time to time), currently located at http://castlehometour.com/check-in-to-win/enterto-win/; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.
- (c) **Prize Winner:** For a list of Prize Winners, send a self-addressed stamped envelope after October 2, 2016 to: Winners List, "Castle Building & Remodeling, 2710 Johnson St. NE, Minneapolis, Minnesota 55418, Attention: Lisa Brunell. Requests for Winners List must be received by November 1, 2015.
 - (d) Rule Requests: To receive a copy of these complete rules, send a self-addressed, stamped envelope to: Official Rules, "Castle Building & Remodeling, 2710 E. 33rd St, Minneapolis, MN 55406, Attention: Loren Schirber. Requests for Rules must be received by September 27, 2016.