

## Christmas Window Cleaning Giveaway Official Rules

NO PURCHASE IS NECESSARY TO ENTER. YOUR CHANCES OF WINNING DO NOT INCREASE WITH A PURCHASE.

### 1. Eligibility

Individuals who are currently struggling with finances, employment, or other instances that restrict household maintenance and upkeep are eligible for this giveaway. These individuals can be nominated by anyone. The nominating person must be willing to share their own contact information with Shine of East Valley. The nominee must live in the state of Arizona and the city of East Valley/neighboring suburbs within 15 miles of the East Valley border. The nominating person or the nominee does not need to be a current or past Shine client. Void where prohibited by law. Employees of Shine of East Valley, as well as its subsidiaries, affiliates, suppliers, advertising and promotion agencies, and employees' immediate family members are ineligible to participate in the giveaway.

### 2. Sponsorship

J Baxter Family Inc Herein referred to as "Shine of East Valley." We will conduct the promotion as described in these Official Rules.

### 3. Agreement to Rules

By entering this giveaway, participants agree to abide by the Sponsor's Official Rules and decisions. We have the right to refuse, withdraw, or disqualify entries at our sole discretion. Participant agrees to accept the decision of the Sponsor as final and binding.

### 4. Entry Period

Promotion period starts December 5th, 2023 at 7:00 am Mountain Standard Time and ends December 22nd, 2023 at 11:59 pm Mountain Standard Time.

### 5. How to Enter

Nominations are accepted via the following methods:

- Emailing [eastvalley@shineinfo.com](mailto:eastvalley@shineinfo.com)
- Message on Facebook at <https://www.facebook.com/people/Shine-of-East-Valley/61551553092264/>
- Or Comment on the Shine Social Media posts regarding the 2023 Christmas Window Cleaning Giveaway at <https://www.facebook.com/people/Shine-of-East-Valley/61551553092264/> or [www.instagram.com/shineofeastvalley](https://www.instagram.com/shineofeastvalley)

To complete the nomination process, the nominating person must share with Shine of East Valley their own full name, valid email address, valid phone number, the nominee's first name and city of residence, and indicate their willingness and ability to facilitate communication with the winning nominee. This additional information can be shared via email to [eastvalley@shineinfo.com](mailto:eastvalley@shineinfo.com) or direct message on Facebook or Instagram. By supplying the aforementioned information, the Entrant/Nominating Person has affirmatively reviewed, accepted, and agreed to all of the Official Rules. The nominating person can nominate multiple people, but cannot nominate the same person more than once. Multiple nominations for the same person are accepted, provided those nominations are made by unique individuals. A person can nominate themselves. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating a participant's entries.

## 6. Prizes

The winner will receive a free exterior window cleaning at their main residence (estimated retail value up to \$400) within the first two weeks of January 2023. This prize is not transferable. Prizes may be substituted at our sole discretion. Acceptance of the prize by the nominee grants us permission to use the Winner's entry, name, and likeness for advertising, promotion, and trade without further compensation or remuneration unless prohibited by law.

## 7. Odds

Odds of winning are dependent upon the number of eligible entries received.

## 8. Selection and Notification of the Winner

Winner will be selected by random drawing among all eligible entries under Sponsor's supervision. The nominating individual will be notified on December 29th, 2023 by 9:00am Mountain Standard Time via one phone call and one follow-up email.

The nominating individual then has 24 hours to contact their nominee to notify them of their prize and to put the nominee in touch with Shine of East Valley.

The nominee then has 24 hours to communicate with Shine of East Valley regarding their willingness to accept the prize and its terms. Prize may be forfeited if either the nominating person or the nominee does not contact us within the time limit.

Shine of East Valley is not liable for the winner's failure to receive notification of winning if the nominator provided a wrong email address or incorrect phone number or if their email security settings caused our prize notification to go into the spam or junk folder or if the nominator did not notify their nominee. If the first nominating person or nominee fails to meet the time frame outlined, or if the first nominee declines the prize, an alternate winner may be selected. The alternate nominating person and the nominee will have the same 24 hour turnaround time respectively to accept the prize and its terms. If the second nominating person or nominee fails to meet the time frame outlined, or if the second nominee declines the prize, another alternate

winner may be selected and the service may be deferred until Fall 2024. Shine of East Valley is not expected to deliver the service to the winner beyond October 18, 2024. Receipt of the prize is upon the condition of compliance with federal, state, and local laws.

## 9. Rights

Granted by the Entrant Upon submission of an entry into the giveaway, the nominating person grants to us, the Sponsor, the right to use the participant's submission, voice, likeness, image, statements about the contest, etc., for publicity, news, advertising, promotional purposes, trade, and so forth, without any further notice, review, consent, compensation or remuneration. Upon acceptance of the winning prize of the giveaway, the nominee grants to us, the Sponsor, the right to use the winner's voice, likeness, image, statements about the contest, etc., for publicity, news, advertising, promotional purposes, trade, and so forth, without any further notice, review, consent, compensation or remuneration.

## 10. Terms & Conditions

In the event that non-authorized human intervention, a bug or virus, fraud, or other causes beyond our control impact or corrupt the security, fairness, proper conduct, or administration of the giveaway, we reserve the right to modify, suspend, cancel or terminate the giveaway in its entirety. We have the right to disqualify anyone who violates the terms, as well as the right to seek damages to the fullest extent permitted by law in cases where a participant has caused deliberate damage or undermined the legal operation of the promotion.

## 11. Limitation of Liability

The participant's entry into this giveaway constitutes his or her agreement to release and hold harmless the Sponsor and its subsidiaries, affiliates, employees, etc., against all claims liability, illness, injury, death, loss, etc., that occurs directly or indirectly from participation in the contest or use/misuse of the awarded prize.

## 12. Disputes

The entrant agrees, as a condition of participating in the promotion, and the winning nominee agrees, as a condition of accepting the prize, that disputes not resolved between the participant and our company shall be individually resolved exclusively before a court located in Arizona, without resorting to any form of class action. Giveaway entrants and the winning nominee waive all rights to punitive, incidental, or consequential damages, and waive all rights to have damages multiplied or increased.

## 13. Privacy Policy

The information collected from the nominating person and from/on the nominee is subject to our privacy policy, which can be found online at <https://shine-windowcleaning.com/privacy/>

#### 14. Winners List

Participants can request a copy of the list of winner(s) by emailing [eastvalley@shineinfo.com](mailto:eastvalley@shineinfo.com) with the subject line "Christmas Window Cleaning Giveaway 2023 - winner request."

#### 15. Social Media Platform Rules

The Christmas Window Cleaning Giveaway hosted by Shine of East Valley is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram. Each entrant does so and provides a complete release of Facebook and Instagram.

#### 16. Affirmation of Acceptance of and Agreement to All of the Official Rules

By entering the giveaway, the entrant has affirmatively reviewed, accepted, and agreed to all of the Official Rules.