

Official Rules

Sponsor

Sponsor is Surface Koatings, Inc., 134 Davis Street, Portland, TN 37148, USA (“Sponsor”).

Term

The Project of the Month Contest (the “Contest”) begins May 1, 2019 at 12:00:00 a.m. US Central Standard Time (“CST”) with an end date to later be determined by Sponsor. Information on how to enter and prizes form part of these official rules (“Official Rules”). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules. This is a skill-based contest and chance plays no part in the determination of winners.

Who may enter

Contest is open only to individuals who have reached the age of 18 and live in the 48 contiguous United States. Employees of Surface Koatings, Inc. and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related are not eligible. CONTEST IS VOID WHERE PROHIBITED.

How to enter

Each entry consists of one or more photographs of one or more projects. Contest entrant may submit as many photos as desired. No purchase is necessary. Purchases will not improve the odds of winning. To enter, submit your photo(s) electronically by posting it to www.facebook.com/surfkoat or email to pics@surfkoat.com. Contest entrants will be asked to answer these questions: (1) Submitter Name/Company Name (2) City and State (3) Phone Number (4) SurfKoat product(s) used including color names. Sponsor reserves the right to remove submission if these questions are unanswered.

Sponsor is looking for any entries that show a completed or near completed interior or exterior project using our products on any type of surface or finish including but not limited to: metallic epoxy, chip system floors, dye'd or stained concrete, sealed stamped or colored concrete, vertical concrete, carved concrete, etc. Any job that has been photographed well and had our products applied will be accepted as a submission. There is no limit on the number of entries per person. Each entry must comply with the following requirements:

1. Photographs must be in digital format. Only online entries will be eligible. No text message, print or film submissions will be accepted for entry into this Contest.
2. The photograph, in its entirety, must be a single work of original material taken by the Contest entrant. By entering the Contest, entrant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of

privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.

3. The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.
4. Watermarks are unacceptable. Unless Sponsor receives a non-watermarked version of the entry within five (5) days following its request, the entry will be disqualified.

Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with these rules.

JUDGING

Judging consists of as many rounds as necessary by a panel of Judges to narrow down and determine a First Place winner for every month. Judging will be based solely on the photos appearance and ability to be used in media by the Sponsor. Decisions of the Judges are final and binding.

Releases

If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. NO submission will be accepted if any person appearing in any photograph is under the age of majority in their state/province/territory of.

Upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph entry, authorizing Sponsor and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party to

reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request message on www.facebook.com, on the day that the message was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor.

Contest prizes

The First Place Winner of each monthly contest will receive: (1) \$100 Amazon* gift card (2) SurfKoat gear including but not limited to hat, shirt, aluminum cup and coozie (3) social media and online credit (if necessary information is supplied with submission) and (4) Automatic entry in our Project of the Year Contest.

Project of the Year Contest "Grand Prize Winner" will receive: (1) Milwaukee* power tool package valued at \$500 (3) Their winning photo(s) and credit in a SurfKoat ad featured in Concrete Decor Magazine*.

Project of the Year Contest will follow the same rules outlined year with one winner per year.

Any difference between cost of Grand Prize and actual retail value will not be awarded.

Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received and skill of the entrant.

NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY E-MAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATIVE POTENTIAL WINNER.

*Amazon is not a Sponsor or affiliate of this Contest and is no way responsible for prizes, conditions, terms etc. of the Contest and cannot be held liable in any way.

*Milwaukee is not a Sponsor or affiliate of this Contest and is no way responsible for prizes, conditions, terms etc. of the Contest and cannot be held liable in any way.

*Concrete Decor Magazine is not a Sponsor or affiliate of this Contest and is no way responsible for prizes, conditions, terms etc. of the Contest and cannot be held liable in any way.

License

By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Sponsor and Authorized Parties, to reproduce, distribute, display and create derivative works of the entries (with or without a name credit) in any media now or hereafter known, for no additional compensation, including, but not limited to: in whole or in part, in any media now existing or subsequently developed; display at a potential exhibition; advertising and

promotional materials; website display and advertising; social media posts and advertising; commercial product labeling or advertising; and all public & private publications. Entrants consent to Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use as authorized by the License. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion, except where prohibited by law. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

Limitation of liability

By entering this Contest, all entrants agree to release, discharge, and hold harmless Sponsor and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

Conditions

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of the state of Tennessee and the forum for any dispute shall be in the state of Tennessee, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. **Entries are void if Sponsor determines the photograph to not be an original, or if the entries are incomplete, inaccessible or blocked, corrupted, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.**

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that Authorized Parties may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law).

All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within five (5) days to a winner notification as required by the "Contest Prizes" rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

Right to cancel or suspend contest

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. When Sponsor elects to cancel, terminate or suspend the Contest, Sponsor will retain any rights to the submitted photographs.

Data privacy

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by Sponsor in order to verify the entrant's identity, postal address, and telephone number or to otherwise verify the entrant's eligibility to participate in the Contest. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.

Questions? Contact Surface Coatings, Inc via email to info@surfcoat.com with the subject "Photo Contest" or call 615-323-9416.