

Zodiac Pool Systems LLC, a Fluidra company (“Fluidra North America”)

Official Rules of the Jandy® Jingle Contest

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING.

- 1. ELIGIBILITY:** The Jandy Jingle Contest (“the Contest”) is open to any individual who is a **professional** working within the swimming pool industry (residential and/or commercial retailers, service technicians, builders and/or remodelers) who is a legal resident of, and physically located within, the fifty (50) United States or the District of Columbia and who is eighteen (18) years or older as of **Dec 15, 2020**. Employees of Fluidra North America, any of its parents, subsidiaries, affiliates, advertising and promotion agencies and their family/household members (“household members” includes, parent, spouse, children, and/or siblings), or of any company affiliated with the Contest and collectively with the foregoing person or entities, are not eligible to enter. Each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor (as defined in Section 3 below) which shall be final in all respects. This Contest shall be void outside the fifty (50) United States and the District of Columbia and anywhere else it is prohibited, taxed, or restricted by law. All applicable federal, state and/or local rules and regulations apply.
- 2. START/END DATES:** The Contest begins at 12:00 pm. PST on **Dec 15, 2020** and ends at 10:00 p.m. PST. on **Jan 2, 2021**.
- 3. SPONSOR:** The Contest is sponsored by Fluidra North America (the “Sponsor”).
- 4. HOW TO ENTER:** You may enter the Contest by commenting on any Contest post published on the **Fluidra North America Facebook page between December 15, 2020 to January 2, 2021**. All entries become exclusive property of Sponsor and will not be acknowledged or returned. Any use of robotic, automatic, or programmed entry methods, or any entry method which is similar, will void all entries made by the household. Proof of submission will not be deemed to be proof of receipt by Sponsor.

RULES:

- To enter, participant must comment on a Contest related post(s) on the Fluidra North America Facebook page and submit a video featuring a unique “Jandy Jingle” and include the hashtag #JandyJingle.
 - The Contest is only open to current and active pool professionals.
 - Entries will be accepted until the Contest ends on 10:00 p.m. PST January 2, 2021.
 - Once the Contest has ended, three participants will be selected by a panel of internal judges as winners of a prize.
 - Winning participants will be notified and asked for their mailing information.
 - We reserve the right to select an alternative winning participant if a previously selected participant doesn’t respond via private message within six hours of the time the initial private message notification was delivered.
 - Prizes will ship within 30 days, or as supplies are available, after the Contest has ended.
- 5. RESPONSIBILITY:** The Sponsor is not responsible for lost, late, incomplete, damaged, destroyed, delayed, stolen, misdirected, illegible or any other inaccurate capture of entries. Entry materials that have been tampered with or altered are void. Entries cannot defame, misrepresent or contain disparaging remarks about Sponsor or any of its products, or other people, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor associates. Sponsor reserves the right to monitor or screen entries and delete, if required, in its sole discretion. In case of dispute as to the identity of a winner, such entry will be declared made by (i) the person whose name appears on the Facebook account or (ii) the person whose email address was originally assigned by the internet service provider.
 - 6. PROCESS/WINNERS:** Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules. By entering in, participating in, and/or winning the Contest, each participant warrants that it has total ownership of the submission and the submission does not infringe on the rights of others, and participant grants Sponsor

usage rights to the photos, videos, copy or other content provided in their submission for the purpose of advertising, trade, or promotion in any media now or hereafter throughout the world in perpetuity for advertising and publicity purposes, without additional review, further compensation, permission or approval of the winner unless prohibited by law (“Consent of Use”). By accepting and using any prize from Sponsor, winner attests they meet all eligibility requirements and winner agrees to the use of his/her name, voice and/or likeness, city, state, and biographical material for the purpose of advertising, trade, or promotion in any media now or hereafter throughout the world in perpetuity for advertising and publicity purposes, without additional review, further compensation, permission or approval of the winner unless prohibited by law (“Consent of Use”). If a selected winner is ineligible, fails to claim a prize within six hours of notice, or refuses to the Consent of Use, then any prizes or winnings will be forfeited, and an alternate winner will be selected. Upon prize forfeiture, no compensation will be given. Winning is contingent upon fulfilling all such requirements listed herein.

PROCESS:

- A total of three Contest posts will be published on the Fluidra North America Facebook page between December 15, 2020 and January 2, 2021, beginning with the first post on December 15, 2020.
- The deadline for submitting comments to count as official entries is 10 p.m. PST January 2, 2021.
- Shortly after the entry deadline, a panel of internal judges will review all submissions received and three winning participants will be selected.
- Each winner will be notified by a response from the Fluidra North America Facebook account to their winning Contest entry comment where they will be asked to private message the page to provide mailing and contact information. A response message will be sent from the Fluidra North America Facebook account upon receipt of the contact information.

7. **PRIZES:** The Contest will provide three (3) selected winners the opportunity to each win one (1) **Jandy iQPUMP01 units (Retailed at \$117.95) and one (1) VS FloPro 2.7 HP 115v/230v (Retailed at \$1,879.08)**

No alternative prize, cash, or other substitution is permitted except by the Sponsor in the event of prize unavailability. All products are warranted to the end user thereof in accordance with the applicable limited warranties published in the product manual accompanying each product (the “Product Warranties”). Copies of the current Product Warranties and Warranty Procedures are available upon request. Sponsor reserves the right to modify the terms of the Product Warranties at any time without notice, provided that such changes shall only apply to products delivered after the effective date of the change. The Product Warranties provide specific legal rights; other rights may apply that vary from state to state. Prizes are not transferable. All federal, state, provincial, and local taxes are the sole responsibility of the winner. All winners will be required to submit an IRS Form W9 to Sponsor for tax purposes for all prizes over \$600. Refusal to submit an IRS Form W9 by a selected winner will result in that winner’s forfeiture of any prize.

8. **RELEASE OF LIABILITY:** By entering in, participating in, and/or winning the Contest, each participant on behalf of themselves and any of their respective partners, agents, employees, attorneys, insurers, spouses, children, relatives, guardians, sponsors, or affiliated persons (collectively, “Related Persons”) hereby fully release and forever discharge the Sponsor and Facebook, Inc., their respective past and present directors, managers, officers, shareholders, partners, agents, employees, attorneys, controlling person, parent corporations, subsidiaries, divisions, affiliates, successors and assigns, and each of them, separately and collectively, from any and all claims, damages, charges, rights or causes of action, judgments, jury verdicts and suits at law, in equity or otherwise, which the entrant, participant, and/or winner or their Related Persons now have or ever had, both known and unknown, suspected or unsuspected, arising out of, relating to or in any manner connected with (i) entering in, (ii) participating in, and/or (iii) winning the Contest and any of the inherent dangers, express dangers, harms, or losses from prizes pursuant to the Contest, or any activity related to the Contest, occurring from the beginning of time to the end of time, including, without limitation, claims for contract, tort or statutory remedies seeking damages of any kind, and rights to or claims for injunctive relief, expenses, costs, attorney's fees, losses or damages of any kind or nature whatsoever.
9. **GENERAL TERMS AND CONDITIONS:** By entering, each participant agrees to be bound by these Official Rules and the decisions of Sponsor, which shall be final. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized officer of Sponsor. The invalidity or unenforceability of any one provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

- 10. MISCELLANEOUS:** All winners may be required to present proof of eligibility and identity. Eligibility is determined at the sole discretion of Sponsor. If for any reason the Contest is not capable of running as planned due to tampering, unauthorized intervention, fraud, technical failure, human error, or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications, line failure, theft or destruction, or unauthorized access to or alteration of entries. The Sponsor is not responsible for any problems or technical malfunction. Sponsor may prohibit a participant from entering in the Contest or winning a prize if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs and schemes) or intending to annoy, abuse, threaten or harass any other participant or Sponsor representatives. **CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.** These Official Rules and the interpretation of its terms shall be governed by and construed in accordance with the laws of the state of California without regard to its conflicts of laws rules.
- 11. USE OF DATA:** Sponsor will be collecting personal data about participants in accordance with its privacy policy. Sponsor's Privacy Policy can be viewed at <http://www.zodiacpoolsystems.com> or by sending a request to Zodiac Pool Systems LLC, Attn: Legal Department, 2882 Whiptail Loop # 100, Carlsbad, CA 92010. By entering in the Contest, participants hereby agree to the terms and conditions of Sponsor's Privacy Policy.
- 12. WINNER'S LIST:** For the names of the Winners, send a self-addressed stamped envelope on or before January 31, 2021 to: Jandy Jingle Contest, c/o Zodiac Pool Systems LLC, 2882 Whiptail Loop # 100, Carlsbad, CA 92010.

IN NO WAY IS THIS CONTEST SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK.