

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

Polaris® #PolarisPoolParty Sweepstakes Official Rules

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

- 1. ELIGIBILITY:** The Polaris Holiday Sweepstakes (“the Sweepstakes”) is open to any individual who **is not** a licensed or practicing pool or spa professional working in 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, and 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes begins on **Dec 15, 2020** and ends at 11:59 p.m. on **Dec 31, 2020**.
- 3. SPONSOR:** The Sweepstakes is sponsored by Fluidra North America (the “Sponsor”).
- 4. HOW TO ENTER:** You may enter the Sweepstakes by commenting on any Sweepstakes post published on the **Polaris Pool Facebook page between Dec 15, 2020 to Dec 31, 2020**. 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 Sweepstakes related post(s) on the Polaris Pool Facebook page and submit a unique video or photo showcasing how they “party” at/in their pool this holiday season.
 - Video, time lapse and rich media submissions will count as two raffle entries, photos will count as one single raffle entry into the Sweepstakes.
 - Entries will be accepted until the Sweepstakes ends on 11:59 p.m. PST Dec 31, 2020.
 - Once the Sweepstakes has ended, a random drawing will take place by Fluidra North America. The owner of the entry drawn will win a prize. Odds of winning depend on the number of entries received.
 - The winner will be notified and asked for their mailing information and prize preference from the options listed in Section 7.
 - We reserve the right to select an alternative winner if one doesn’t respond via private message within six hours of the time the initial private message notification was delivered to the participant.
 - Prizes will be shipped within thirty (30) days after the Sweepstakes 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 Sweepstakes, 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:

- Multiple Sweepstakes posts will be published on the Polaris Pool Facebook page between Dec 15, 2020 to Dec 31, 2020, beginning with the first post on Dec 15, 2020.
 - The deadline for submitting comments to count as official entries is 11:59 p.m. PST Dec, 31, 2020.
 - Each unique submission will be entered into a raffle based on the entry tier structure outlined above.
 - Shortly after the entry deadline, a random raffle will take place to select a winner.
 - The winner will be notified by a response from the Polaris Pool Facebook account to their winning Sweepstakes entry comment where they will be asked to private message the page to provide mailing and contact information. The winner must also indicate via private message their prize of choice from the three options listed below.
 - The winner will be notified that the Sponsor has received the mailing address and prize preference via a response message from the Polaris Pool Facebook account.
7. **PRIZES:** The Sweepstakes will provide one (1) selected winner the opportunity to win one (1) premium cleaner of their choice. The winner must choose from one of the following options:
- **Polaris ALPHA™ iQ+ Robotic Pool Cleaner (Retailed at \$2,042.89)**
 - **Polaris Quattro® Sport Pressure-Side Pool Cleaner (Retailed at \$1,691.65)**
 - **Zodiac MX8™ Elite Suction-Side Pool Cleaner (Retailed at \$829.76)**

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 Sweepstakes, 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 Sweepstakes and any of the inherent dangers,

express dangers, harms, or losses from prizes pursuant to the Sweepstakes, or any activity related to the Sweepstakes, 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes. 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 Sweepstakes or winning a prize if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the Sweepstakes 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 SWEEPSTAKES 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 Sweepstakes, participants hereby agree to the terms and conditions of Sponsor's Privacy Policy.

12. **WINNER'S LIST:** For the name of the Winner, send a self-addressed stamped envelope on or before January 31, 2021 to: Polaris Pool Party Sweepstakes, 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.