

Zodiac Pool Systems LLC

Official Rules of the Polaris Holiday Instagram Contest

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

- 1. ELIGIBILITY:** The Polaris Holiday Instagram Contest (the “Contest”) is open to any pool owner within the United States or District of Columbia, who lives in the fifty (50) United States or the District of Columbia and who is eighteen (18) years or older as of **December 9, 2022**. Employees of Zodiac Pool Systems LLC, 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 11:00 am. PST on **December 9, 2022** and ends at 11:59 p.m. PST on **December 30, 2022**. The submission phase of the Contest will be from **December 9, 2022 – December 30, 2022** and the voting phase of the Contest will be from **January 2, 2023 – January 5, 2023** at 11:59 p.m.
- 3. SPONSOR:** The Contest is sponsored by Zodiac Pool Systems LLC (the “Sponsor”).
- 4. HOW TO ENTER:** The participant may enter the Contest by following the Polaris Instagram page and uploading a photo showing where their Polaris pool cleaner is stored away for winter. Participants must tag Polaris on Instagram and use the hashtag #PolarisHibernationStation in their post. Participants may upload their entries **between December 9, 2022 – December 30, 2022**. Participants’ Instagram account must be public for Sponsor to see the entry. Only one entry per participant will be accepted. To increase your chance of winning, please also like and/or save the original launch post on the Polaris Instagram feed. 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 company. Proof of submission will not be deemed to be proof of receipt by Sponsor.

STRUCTURE:

- User submitted content and engagement Contest

RULES:

- To enter, participants must follow the Polaris Instagram page and upload a photo showing where their Polaris pool cleaner is stored away for winter. Participants must tag Polaris on Instagram and use the hashtag #PolarisHibernationStation in their post. Participants may upload their entries **between December 9, 2022 – December 30, 2022**. Participants' Instagram account must be public for Sponsor to see the entry. Only one entry per participant will be accepted. To increase your chance of winning, please also like and/or save the original launch post on the Polaris Instagram feed.
 - The Contest is only open to current and active pool owners. Only two (2) current pool owners are eligible to receive the grand prizes.
 - Entries will be accepted until the submission phase of the Contest ends on 11:59 p.m. PST December 30, 2022. Judging and selection of winners will be decided upon by Zodiac Pool Systems LLC employees. The judging and selection phase will take place between **January 2, 2023 and 11:59 p.m. on January 5, 2023**.
 - Once the winning participants are selected, Zodiac Contest administrators will announce the Polaris Holiday Instagram Contest winners in a separate post.
 - The winning participants will be notified and asked for their mailing information and prize preferences from the options listed under section 7 - Prizes.
 - We reserve the right to select an alternative winning participant if one doesn't respond via private message within 72 hours of the time the initial private message notification was delivered to the participant.
 - Prizes will be shipped within thirty (30) days 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 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 the account or 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; and further by accepting 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 72 hours of notice, or revokes 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 five (5) Contest posts will be published on the Polaris Instagram page between December 9, 2022 - December 30, 2022 requesting entries, beginning with the first post on December 9, 2022.
- The deadline for submitting copy/videos/photos to count as official entries is 11:59 p.m. PST December 30, 2022.
- Shortly after the entry deadline, a panel of internal judges will look at all submissions by all participants and two (2) winning participants will be chosen.
- The voting phase of the Contest will run from **January 2, 2023 – January 5, 2023**, in which the internal judges will meet to discuss and decide the winning participants. The voting phase will end at 11:59 p.m. on January 5, 2023.
- The final winners, as determined by the internal panel of judges, will be notified by a private message from the Polaris Instagram account where they will be asked to provide mailing and contact information. The winners must also indicate via private message what type of pool they own (in-ground or above-ground) and which of the prizes they prefer so Zodiac can send them the appropriate prize from the prize options listed below.
- The winner will be notified that the Sponsor has received the mailing address and pool type/prize via a response message from the Polaris Instagram account.

7. **PRIZES:** The Contest will provide two grand prize winners:

- First place will receive:
 - One (1) Polaris Robotic Pool Cleaner:
 - Winners with an in-ground pool will receive the Polaris® EPIC™ 8642 iQ Robotic Pool Cleaner (retailed at \$1,661.13) **OR** the Polaris® ATLAS™ Suction-Side Pool Cleaner (retailed at \$845.82) **OR** the Polaris® Quattro™ Sport Pressure-Side Pool Cleaner (retailed at \$1,691.65)
 - Winners with an above-ground pool will receive the Polaris® 7000 Robotic Pool Cleaner (retailed at \$801.93)
- Second place will receive:
 - One (1) Robotic Pool Cover (retailed at \$101.01), if applicable, and a Parts Package depending on their pool cleaner

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 Meta Platforms, 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 <https://www.fluidrausa.com/legal> 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 name of the Winners, send a self-addressed stamped envelope on or before January 31, 2023 to: Polaris Holiday Instagram Contest, c/o 2882 Whiptail Loop # 100, Carlsbad, CA 92010.

IN NO WAY IS THIS CONTEST SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM OR META PLATFORMS, INC.