

BNW BUILDERS CHRISTMAS SWEEPSTAKES

Terms & Conditions

1. **Eligibility:** **BNW Builders Christmas Sweepstakes** (the “Sweepstakes”) is open only to legal residents of majority age who live in or conduct the majority of their business in the Commonwealth of Virginia and live within a forty-five mile radius (verified by Google Maps) of BNW Builders, LLC located at 8601 Staples Mill Road Richmond, VA. 23228 (the “Sponsor”), and is void where prohibited by law. Employees of the Sponsor, their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**
2. **Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor as final and binding as it relates to the Sweepstakes.
3. **Sweepstakes Period:** Entries through the Sponsor’s website and selected in-person locations will be accepted starting on **October 22, 2018, 9:00AM EST** and ending **November 30, 2018, 11:59PM EST**. All entries must be received by November 30, 2018, 11:59PM EST.
4. **How to Enter:** The Sweepstakes may be entered by making a valid ONE-TIME submission in person of the submission form or through the Sponsor’s website at www.bnwbuilders.com. More than one submission will not increase the participant’s chances of winning. Entries must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of the Sponsor.
5. **Alternate Method of Entry:** To enter the Sweepstakes without making an online or in-person submission, hand print your name, address, and phone number on a piece of paper and mail to BNW Builders Christmas Sweepstakes, 8601 Staples Mill Road, Richmond, VA. 23228. You will earn one (1) entry into the contest regardless of the number of mailings. All mail-in entries must be received by November 30 to be included in the Sweepstakes. All entries become exclusive property of the Sponsor. None will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by the Sponsor. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected, or postage-due entries, which will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

6. Prize: In the event that four (4) or more inches of snow are recorded by Richmond International Airport and verified by a third party vendor Weather Command as having accumulated on **Christmas Day, December 25, 2018, during the hours of 12:00AM EST until 11:59PM EST**, then ten winners in the Sweepstakes will be randomly selected. Each winner will qualify for new replacement windows, roofing, siding, doors, or gutter protection provided with complete installation service and limited warranty for as long as you own your home, having a total estimated value of up to \$25,000. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for the Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Winners agree to sign an advertising consent form and release.
7. Odds: The odds of winning depend on the number of specific eligible entrants.
8. Winner selection and notification: Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address or phone number indicated on file with the Sponsor **within five (5) business days following Christmas Day, December 25, 2018**. The Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If a selected winner cannot be contacted, is ineligible, fails to claim the prize by **January 15, 2019**, or fails to return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner may be selected. All prizes shall be awarded unless unclaimed by **January 15, 2019**. A list of winners shall be maintained by Sponsor and available for review upon request.
9. Compliance: The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**
10. Rights Granted: By agreeing to participate in, and/or accept a prize awarded from, the Sweepstakes you understand Sponsor, anyone acting on behalf of Sponsor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

11. Terms: The Sponsor reserves the right, in its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, the Sponsor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

12. Limitation of Liability: By agreeing to participate in, and/or accept a prize awarded from, the Sweepstakes you agree to release and hold harmless the Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or this Sweepstakes; (v) electronic or human error which may occur in the administration of this Sweepstakes or the processing of entries.

13. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND VIRGINIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the County of Henrico, Virginia having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

14. Sponsor: The Sponsor of the Sweepstakes is BNW Builders, LLC, 8601 Staples Mill Road, Richmond, VA. 23228.