

**Cover-Pools Incorporated**  
**2020 Call for Entries – Cover of the Month**  
**Official Rules**

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

1. **ELIGIBILITY:** The 2020 Call for Entries – Cover of the Month Sweepstakes (the “Sweepstakes”) is open to any individual who is an authorized Cover-Pools® pool or spa cover 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 **March 1, 2020**. Employees of Cover-Pools Incorporated, 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 **March 1, 2020** and ends at 11:59 p.m. on **December 31, 2020**.
3. **SPONSOR:** The Sweepstakes is sponsored by Cover-Pools Incorporated (the “Sponsor”).
4. **HOW TO ENTER:** You may enter the Sweepstakes by submitting a completed and signed 2020 Call for Entries - Cover of the Month Entry form with photographs following the Guidelines for Photographing Pools and Cover-Pools Pool Covers below through [coverpools.com/coverofthemoth/submission](http://coverpools.com/coverofthemoth/submission), emailing [coverpools-sweepstakes@fluidra.com](mailto:coverpools-sweepstakes@fluidra.com) or mailing to Cover-Pools Incorporated 2580 S Decker Lake Blvd STE 300, West Valley City, UT 84119. All entries become exclusive property of Sponsor and will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**GUIDELINES FOR PHOTOGRAPHING POOLS AND COVER-POOLS POOL COVERS:**

- Digital images should be a minimum of 3600 pixels by 2700 pixels. Please do not edit the photo file.
- Ensure that the cover and the surrounding deck areas are clean.
- Clear away any toys, debris, hoses, pumps, etc. If the deck area has an umbrella, open it for the photo. Include attractive or distinctive yard, deck, and home features if they complement the pool area.
- Photograph during early morning or late afternoon for diffused light. Avoid direct sunlight on the subject.
- Place cover at ¼ to ½ covered (water should show ½ to ¾ of pool length). Also take shots fully covered and fully uncovered.
- Take additional shots including other special pool features (such as water or fire features, lighting, etc.).
- Shoot from an angle above the pool (such as ladder height). Take both landscape and portrait oriented shots.
- The entire pool should be visible. Shoot from several angles if possible.
- We appreciate any additional application or product detail shots such as close-up of the mechanism or lid.

**RULES:**

- Each eligible submission will count as one (1) raffle entry. Only one entry per pool / property. Multiple images of the same pool / property count as one entry. Participants may enter as many unique pools or spas with a Cover-Pools® pool cover installed during the year 2020. Cover of the Month entries submitted prior to January 1, 2020 will not be eligible. All eligible submissions will be entered into 2020 Call for Entries sweepstakes and Cover of the Month. Duplicate submissions will not be accepted as additional entries. The pool cover must be installed in the year 2020.
- Each submission will be checked by the Cover-Pools Marketing Department to ensure the photos follow the Guidelines for Photographing Pools and Cover-Pools Pool Cover. Landscaping and other distinguishing visual features will be taken into consideration for entry in Cover of the Month, but not for entry into 2020 Call for Entries sweepstakes. Each submitter will be notified whether their submission qualifies or not.

- Entries will be accepted until the Sweepstakes ends on 11:59 p.m. MST December 31, 2020.
  - Once the Sweepstakes has ended, a random drawing will take place by Cover-Pools Incorporated. The entry drawn will win the prize. Odds of winning depend on the number of entries received.
  - The winner will be notified by email and phone call and asked for their mailing information
  - We reserve the right to select an alternative winner if the winner doesn't respond within seventy-two (72) hours of the time the initial notification was delivered to the participant.
  - Prize confirmation will be sent within thirty (30) days after the Sweepstakes has ended. The prize package must be used within 24 months after winning.
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.
  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; 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 seventy-two (72) hours of notice, or revokes the Consent of Use, then any prize(s) 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.
  7. **PRIZE:** The Sweepstakes will provide one (1) selected winner the opportunity to go on a 4-night, all-inclusive trip for 2 adults to Cabo San Lucas. Prize includes meals and drinks at the property, taxes and gratuities, use of non-motorized water sports at the property and airfare and ground transportation. All other expenses not specifically identified as included in the Prize are the sole responsibility of the winner.

No alternative prize, cash, or other substitution is permitted except by the Sponsor in the event of prize unavailability. 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 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:** The winner 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 <https://www.coverpools.com/privacy-policy/> or by sending a request to Cover-Pools Incorporated 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: 2020 Call for Entries – Cover of the Month, c/o Cover-Pools Incorporated 2580 S Decker Lake Blvd STE 300, West Valley City, UT 84119.