

# 2020 BACK IN THE BACKYARD PHOTO CONTEST

## CONTEST DETAILS

**DATES:** June 16, 2020 6am PST – July 31, 2020 9pm PST

**CONTEST REQUIREMENT:** Post a photo of your backyard on Facebook or Instagram with #backinthebackyard and tag S.R.Smith using @srsmithpools.

**WINNER SELECTION:** A random winner will be selected every two weeks and will be notified by Direct Message on either Facebook or Instagram.

- 4 Winners - \$100 Visa gift card
  - Winners will be randomly selected every two weeks

**PROMOTION:** Content will be announced on Facebook and Instagram. An email announcement will be sent to the S.R.Smith consumer email list.

**SUBMISSION:** Some of the best photos could be shared in promotional posts and in stories, future posts, etc. S.R.Smith will first request permission from consumers via direct messages on Facebook or Instagram.

### TIPS FOR PHOTOS:

- The bigger the better! A high-resolution (300 dpi) image at least 1600 pixels (wide if horizontal, or tall if vertical) is ideal. Most newer phones take high quality images.
- Prior to taking your picture, remove clutter from the deck. Less is more!
- Email necessary releases to [marketing@srsmith.com](mailto:marketing@srsmith.com)

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## OFFICIAL RULES

### SPONSOR

Sponsor is S.R.Smith, LLC, 1017 SW Berg Parkway, Canby, OR, USA ("Sponsor").

### TERM

The 2020 Back in the Backyard Photo Contest begins June 16, 2020 at 6:00:00 a.m. US Pacific Time and ends July 31, 2020, 9:00:00 p.m. US Pacific Time ("PT") (the "Contest"). Information on how to enter and prizes form part of these official rules ("Official Rules"). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules.

### WHO MAY ENTER

Contest is open only to individuals who have reached the age of majority in their jurisdiction of residence at the time of entry and reside in the United States or any of its territories, or Canada. Employees of S.R.Smith, LLC, and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related are not eligible. CONTEST IS VOID WHERE PROHIBITED.

### HOW TO ENTER

Each Entry consists of a single image. To enter, post your image through your personal Facebook or Instagram account and tag S.R.Smith by using @srsmithpools in your post and also using the hashtag #backinthebackyard.



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There is no limit on the number of entries per person. Each entry must comply with the following requirements (the "Photograph Requirements"):

Photographs do not necessary need to include S.R.Smith products, but must not contain a competitor's product. Photographs must be in digital format.

Photographs that include people will be accepted, provided entrants must be prepared to provide a release form as described below in "Release."

By entering the Contest, entrant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.

The photograph must not, in the sole and absolute discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, product misuse, or otherwise objectionable or inappropriate content.

The caption must be complete and accurate, sufficient to convey the circumstances in which the photograph was taken. Disguising or misrepresenting the origin of your content is cause for disqualification.

Watermarks are not acceptable. If Sponsor does not receive a non-watermarked version of the entry within ten (10) days following its request, the entry will be disqualified.

All entries must be submitted and received by July 31, 2020 at 9:00:00 p.m. US Pacific Time.

### RELEASES

If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted, authorizing Sponsor and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor.

### [RELEASE FORM](#)

### CONTEST PRIZES

Four randomly selected winners will each receive a US\$100 Prepaid Visa card. Winners will be selected every other Friday during the promotional period.

### LICENSE

By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to the Sponsor, to reproduce, distribute, display and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to: social media posts, printed literature, printed advertisements, digital advertisements, tradeshow materials, websites, direct mail, and e-mail blasts.

### LIMITATION OF LIABILITY

By entering this Contest, all entrants agree to release, discharge, and hold harmless S.R.Smith, LLC and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

S.R.Smith, LLC assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or



## 2020 BACK IN THE BACKYARD PHOTO CONTEST

entry forms. S.R.Smith, LLC is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest

### CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of the State of Oregon and the forum for any dispute shall be in the State of Oregon, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if the Sponsor determines the photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that Sponsor may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within ten (10) days to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address)

and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

### RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of S.R.Smith that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, S.R.Smith reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs.

### WINNERS LIST

Entrants are responsible for complying with these Official Rules. Winners' names will be available online at [www.facebook.com/srsmithpools](http://www.facebook.com/srsmithpools) and <https://www.instagram.com/srsmithpools> by August 15, 2020.

### DATA PRIVACY

Entrants agree that personal data, especially name, email, and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to S.R.Smith, LLC, 1017 SW Berg Parkway, Canby, OR 97013. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.