



## ADDENDUM: Official Rules and Regulations

### Win the Wynn!

#### *Official Rules and Regulations*

No purchase or payment of any kind is necessary to enter or win this promotion. A purchase will not improve chances of winning. What will improve the individual's chance of winning is completing the profile early on in the campaign as there will be four (4) drawings/winners in the eight-week campaign, one (1) winner every two (2) weeks. The NKBA reserves the right to determine if the individual member's profile meets the "completed profile" criteria which is outlined herein.

**ELIGIBILITY:** This promotion is intended for and limited to participation by kitchen and bath designers who are members of the NKBA. This campaign is not intended for company or brand memberships. Employees, contractors, directors and officers of the NKBA ("Sponsor"), its parent, subsidiaries and affiliated companies, advertising, fulfillment, marketing agent, PR firm, and promotion agencies involved in the administration, development, fulfillment and execution of this promotion (collectively, "Promotion Parties") are not eligible to win. Odds of winning are dependent on the number of eligible individual members who have completed their NKBA-issued profile at NKBA.org. For the duration of the eight-week campaign, the individual member will be entered into the drawing once every two weeks. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. By entering, you agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to this Promotion. Void outside the 50 U.S./D.C. and where prohibited. Canadian and non-U.S. market-located members are not eligible at this time.

**HOW TO ENTER:** Log in to NKBA.org and complete your profile. A fully completed profile will include the cover photo, profile photo, bio and description, member's name, address, contact information, website, list of services and styles, as well as at least one social media channel, and a minimum of five (5) images uploaded and named, that illustrate the member's industry accomplishments. Winners will be selected and profiled in NKBA eBlasts and newsletters and all other NKBA news channels, as determined by the executives and the Board of the NKBA.

**WINNER SELECTION:** One (1) winner will be selected in a random drawing of all eligible entries. Entries are defined as NKBA members who have current and good-standing membership and are considered individual members (i.e., designers, showroom managers, and other individual, qualified NKBA members).

**PRIZE DESCRIPTION:** A total of four (4) prizes will be awarded. Each winning prize is comprised of \$500.00 USD, or up to \$500.00 USD, whichever is less, for airfare tickets from the major commercial airport nearest to the winner's primary residence (as determined by "Sponsor") and no more than three (3) nights of stay at the Wynn Hotel for a standard room and applicable taxes during KBIS 2019, slated for February 19-21, 2019. The winner will be responsible for paying all incidentals and will have to present their credit card for incidentals at the time of check in. The NKBA will have prepaid room and tax for the winner. The approximate retail value (ARV) of the prize package is \$1,750.00 USD.

**PRIZE RESTRICTIONS:** The prize package is non-transferable and has no cash value. If one of the selected winners cannot attend, another winner will be chosen from the pool of eligible members. All winners must sign an affidavit of eligibility and release of liability prior to taking the trip.



**PRIZE:** The winner(s) must claim and accept these terms within 60 days of their awarded prize. If the winner(s) do not accept within 90 days, another awardee will be selected.

**Notwithstanding the foregoing, all travel must be completed by February 22, 2019.** Actual value of the four (4) prizes may vary depending on the winners' point of travel origin and airfare fluctuations. **Any difference between the stated ARV and actual value will not be awarded.** No changes can be made to any trip element once it is booked/reserved. All winners must be 18 years of age or older and of legal age of majority in their state of residence (19 or older in Alabama and Nebraska). **The winners must also provide all legal releases required by Sponsor.** Winners must comply with all security requirements for travel and are solely responsible for obtaining all necessary travel documents prior to the departure date for travel (e.g. a valid government-issued passport). **Winner and Guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.** Winners must provide their own transportation to and from the departure airport. Travel arrangements are subject to availability and must be round-trip.

Flight itinerary may include one or more stops and/or layovers. All luggage fees, meals, ground transportation, gratuities, hotel incidentals, excursion fees, alcoholic beverages and any other incidental costs or other expenses not specifically set forth herein as part of the prize are the sole responsibility of the winners. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Airline tickets are subject to flight variations, work stoppages, and schedule or route changes. Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omission whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. No refund or compensation will be made in the event of the cancellation or delay of any flight. Sponsor shall not be liable for any personal harm or injury or for loss or damage to personal belongings or baggage during any portion of the trip or excursion. Additional prize details and travel information will be provided to the prizewinners at the time of notification. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. Sponsor and/or its prize providers have the right, at their sole discretion, to disqualify and remove the winner(s) from any activity at any time without compensation if the winner(s)' behavior at any point is, in Sponsor's or a prize provider's determination, uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor, or its prize providers.

**TAXES:** The winners are solely responsible for all federal, state and local income taxes on the prize, and will be issued an IRS Form 1099 reporting the value of the prize.

**LIMITATION OF LIABILITY:** No liability or responsibility is assumed by the National Kitchen & Bath Association (NKBA), its parent, subsidiaries and affiliated companies as well as the officers, directors, employees, agents and representatives of each of them as well as the advertising, fulfillment, marketing agent, PR firm, and promotion agencies involved in the administration, development, fulfillment and execution of this promotion (collectively, "Releasees") resulting from user's participation in or attempt to participate in (i) the Promotion or (ii) any travel or activities related to the Promotion. **BY PARTICIPATING IN THIS PROMOTION AND ACCEPTING THE PRIZE IF WON, ENTRANT ASSUMES ALL SUCH RISKS AND FOREVER DISCHARGES, RELEASES, WAIVES,**



**INDEMINFIES, HOLDS HARMLESS AND COVENANTS NOT TO SUE EACH AND EVERY ONE OF THE RELEASEES.** Sponsor is not responsible for any entries submitted in a manner that is not expressly allowed under these Official Rules (all such entries will be disqualified). Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user resulting from participation in the Promotion or receipt of the prize (if applicable). As a condition of entering, entrants agree to release and hold Releasees harmless from and against any and all liability, loss, claims, expenses or damages including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury incurred with respect to entrant's participation in the Promotion and the awarding, acceptance, receipt, possession, and/or use or misuse of the prize (if applicable), including but not limited to all related travel and participation in prize activities.

**PUBLICITY:** Except in Tennessee, by accepting the prize, winners grant permission for Sponsor and those acting under its authority to use his/her name, and address (city and state), photograph, voice, likeness, and/or recorded image for advertising and/or publicity purposes, in commerce and in any and all media (including posting on Sponsor's website) now known or hereinafter invented without territorial or time limitations and without further notice or additional compensation to the Winner. If you are selected as one of the four winners, your information may also be included in a publicly available winners' list.

**GOVERNING LAW & JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules of New Jersey or any state, and any matters or proceedings and/or any judgment on an arbitration award shall be resolved exclusively in the federal, state and local courts located in Hackettstown, New Jersey. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. In the event of a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**SPONSOR:** National Kitchen & Bath Association, 687 Willow Grove Street, Hackettstown, New Jersey, 07840.