

**Official Rules**  
**Anusbigian Photo Contest Featuring CertainTeed Roofs**  
Call for Entries: January 16, 2023 to February 28, 2023

**1. Eligibility:** This Photo Contest (“Campaign”) is open to roofing contractors or companies with completed roofing projects within the Anusbigian Sales LLC territory for CertainTeed, specifically Monroe County, Miami-Dade County, Broward County or Palm Beach County. Eligible photos should be based on projects within this territory.

**2. Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the Anusbigian Judging Panel as final and binding as it relates to the content of this Campaign.

**3. Campaign Period:** Entries will be accepted online starting on January 16, 2023 at 12:00 am Eastern Time and ending February 28, 2023 at 11:59PM Eastern Time. All online entries must be received by February 28, 2023 at 11:59PM Eastern Time

**4. How to Enter:** The Campaign must be entered by uploading photographs for consideration on the contest page found here: [\[Campaign URL\]](#) . The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are fraudulent, incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Anusbigian Sales LLC.

**5. Prizes:** Winners will be selected as follows: Grand Prize, 1<sup>st</sup> Place (2 Winners), 2<sup>nd</sup> Place (3 Winners), 3<sup>rd</sup> Place (10 Winners), Honorable Mention (50 Winners). The Winner(s) of the Campaign (the “Winner”) will receive prizes and consideration as outlined on the contest page [\[LINK\]](#) . No cash or other prize substitution shall be permitted except at the Anusbigian Sales 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 Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the Anusbigian Sales to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

**6. Photo Evaluation Criteria:** All entries will be evaluated by the Anusbigian Judging Panel, which includes the **President and "Other Title"** of Anusbigian Sales LLC, as well as **[WHO ELSE??]**. Judging criteria will be based on three core criteria: **Beauty, Distinction and Execution.**

The overall quality of each photo submitted will be under consideration with regard to:

**Beauty** – Is the roof design visually appealing with colors that complement the surroundings?

What is the quality of the image with regard to clarity, lighting and subject matter?

**Uniqueness** – Is the roof (or photo) distinct in any way? Are there any creative design approaches that enhance the roof's charm or distinction? Does the image framing offer a unique or interesting angle?

**Professional Execution** – Are roofing best practices evident in the image? Any violation of local building codes or CertainTeed's installation standards can prohibit you from winning.

**7. Winner Selection and Notification:** All winners will be selected based on the Judging Criteria, at the sole discretion of the Anusbigian Judging Panel. The selection process will take place once the entry period ends. Winners will be notified via email and/or phone included with the contest entry form no later than **Monday, March 20, 2023.**

**8. Rights Granted by You:** By entering this content (photographs), You understand and agree that Anusbigian Sales, anyone acting on behalf of Anusbigian Sales, and the Anusbigian Sales licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the

intellectual property right of another, You will be disqualified at the sole discretion of the Anusbigian Sales LLC. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Anusbigian Sales LLC from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the Boathouse on Naples Bay may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**9. Photograph License Agreement:** By submitting your entry, you are accepting a photograph license agreement (the Agreement) that is effective upon time stamp of submission (the Effective Date) and is between the person uploading the photograph, whose name is entered above (the Licensor) and Anusbigian Sales (the Company). The Licensor hereby states that Licensor solely and exclusively owns the rights to the uploaded photograph and grants to Company a license under those rights for the use and purpose described herein. By clicking accept below, Licensor is guaranteeing to have read this agreement and is agreeing to the terms and conditions for uploading an image or photograph set forth herein.

+ Licensor understands and agrees that nothing obligates the Company to display or use its image or photograph.

+ By uploading an image or photograph, the Licensor guarantees that the image or photograph is an original artistic work of the Licensor or that the Licensor has been granted full legal copyright of the image or photograph.

+ Licensor agrees to indemnify and hold harmless the Company and its affiliates, subsidiaries, officers, employees, and representatives from any and all claims or demands arising out of the image or photograph uploaded by Licensor made by any third party for copyright infringement, breach of contract or any violation of any other party's rights caused by the use of or the content within the image or photograph uploaded by Licensor.

+ Licensor agrees that no royalties or fees will be paid for the use of the image or photograph as described herein.

+ Licensor guarantees that any people who are clearly identifiable in the photograph have consented to

have their likeness being printed or displayed and that Licensor has obtained the permission of a parent or legal guardian of any minor appearing in the photograph and accepts full responsibility for Company's use of the minor's likeness.

+ Licensor hereby grants to Company and its affiliates a nonexclusive license to use an unlimited number of copies of the photograph in any and all media formats. Any graphics created by or for the Company is solely owned by the Company.

+ Licensor hereby grants to the Company a non-exclusive worldwide license to copy, reproduce, edit, display, sell, and distribute the image publicly in all media, whether in print or online without limitation in perpetuity.

+ Licensor hereby grants to the Company and its affiliates the right to use the image or photograph for any commercial purpose.

+ This is a non-exclusive license agreement, and the Licensor may continue to use and display the photograph for any purpose at the sole discretion of the Licensor.

**10. Terms & Conditions:** Anusbigian Sales LLC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Company's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Anusbigian Sales LLC may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Anusbigian Sales LLC. Anusbigian Sales LLC reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Anusbigian Sales LLC has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, Anusbigian Sales LLC reserves the right to seek damages to the fullest extent permitted by law.

**11. Limitation of Liability:** By entering, You agree to release and hold harmless the Boathouse on Naples Bay 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 Campaign 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 malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

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

**13. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Anusbigian Sales website. To read the Privacy Policy, [click here](https://www.anusbigiansales.com/privacy-policy/) (<https://www.anusbigiansales.com/privacy-policy/>)

**14. Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Anusbigian Sales, 7700 Congress Ave #1115, Boca Raton, FL 33487. Requests must be received no later than 5:00 PM on **Wednesday, September 20, 2023.**

**15. Sponsor:** The Sponsor of the Campaign is Anusbigian Sales LLC.

**16. Facebook:** The Campaign hosted by Anusbigian Sales LLC is in no way sponsored, endorsed, administered by, or associated with Meta, Facebook, Instagram, LinkedIn, Twitter or any other communication platform that may be used to promote it.

**17. By entering the contest, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.**