

Official Rules for Frightful Fence Contest



NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to those who submit photos to CFC Distributors through YourNextFence.com and who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of the United States and is void where prohibited by law. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

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 CFC Distributors as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted online starting on October 1, 2017 1:00 AM MST and ending November 1st, 2017 9:00 AM MST All online entries must be received by November 1st, 2017 9:00 AM MST

4. How to Enter:

The Campaign must be entered by submitting an entry using (1) of the following (3) options:

- 1) Email photo to info@trexfencing.com
- 2) Post photo to Your Next Fence Facebook page
- 3) Tweet the photo using the tags #FrightfulFence and @YourNextFence

The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of CFC Distributors. You may enter as many noticeably unique pictures as you like over the contest period. Each unique picture counts as 1 entry, no matter the platform used to submit it. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use

fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of CFC Distributors.

5. Prizes: The (5) Winners of the Campaign (the "Winner") will receive:

- (1) Trex Fencing Sample Kit (\$15 value)

Sample Kit includes:

- (1) 9" Sample board in the color of the winner's choice
- (1) Set of 3, 1" color samples
- (3) Trex Fencing Brochures
- (1) Customer Service Contact Card.

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by CFC Distributors. No cash or other prize substitution shall be permitted except at CFC Distributors 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 CFC Distributors to use Winner's name, likeness, and photo entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by a random vote under the supervision of CFC Distributors. Winner will be notified by email, Facebook message, or Twitter message within five (5) days following selection of Winner. CFC Distributors shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 5 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT CFC DISTRIBUTORS' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this photo content, You understand and agree that CFC Distributors, anyone acting on behalf of CFC Distributors, and CFC Distributors' 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.

9. Original Submission: 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 CFC Distributors. 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 CFC Distributors from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which CFC Distributors may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

10. Terms & Conditions: CFC Distributors 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 CFC Distributors' control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, CFC Distributors may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by CFC Distributors. CFC Distributors 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. CFC Distributors 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 attempt be made, CFC Distributors 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 CFC Distributors 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 UTAH, 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 Utah 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. 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: CFC Distributors 543 East 600 South #103, Provo, Utah 84606 USA Requests must be received no later than November 15, 2017 5:00PM MST.

14. Sponsor: The Sponsor of the Campaign is CFC Distributors 543 East 600 South #103, Provo, Utah 84606 USA

15. Facebook: The Campaign hosted by CFC Distributors is in no way sponsored, endorsed, administered by, or associated with Facebook.

16. Purposes of Marketing: By submitting an Entry, entrant hereby grants permission for the Entry to be posted in the Photo Contest Gallery and/or other websites. Entrant agrees that CFC Distributors are not responsible for any unauthorized use of Entries by third parties. CFC Distributors do not guarantee the posting of any Entry. By submitting an Entry, entrant acknowledges and agrees that Sponsor may

obtain other Entries under this Contest or have developed on its own through other third parties' ideas and material that may be similar or identical to the Entry submitted by entrant, and entrant waives any and all claims he/she may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to his/her Entry.