Mohawk Showroom #thisissecondnature 2019 Photo Sweepstakes

Official Rules

THE FOLLOWING SWEEPSTAKES IS INTENDED FOR VIEWING IN THE 50 UNITED STATES AND DISTRICT OF COLUMBIA ("D.C.") AND WILL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. DO NOT PROCEED IN THIS SWEEPSTAKES SITE Mohawk Showroom #thisissecondnature 2019 Photo Sweepstakes UNLESS YOU ARE A LEGAL RESIDENT OF, AND LOCATED IN, AN ELIGIBLE STATE OR D.C. VOID WHERE PROHIBITED.

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram. You understand that you are providing your information to Mohawk Carpet Distribution, Inc. and not to Instagram or Twitter. All Winners will be contacted via the information provided when entering the Sweepstakes. By entering, you completely release Instagram or Twitter from any and all responsibility.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

ELIGIBILITY: Mohawk Showroom #thisissecondnature 2019 Photo Sweepstakes (the “Sweepstakes”) is only open to legal residents of the 50 United States and the District of Columbia who are at least 21 years of age or the age of majority in their state of residence at the time of entry. Employees, officers and directors of Mohawk Carpet Distribution, Inc. ("Sponsor") and its affiliates, subsidiaries, retailers, distributors, advertising and promotion fulfillment and/or judging agencies, and webmasters/suppliers, and their immediate family members (spouse, children, parents, siblings) and persons residing in the same household (whether or not related) of each are not eligible to participate. By entering, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Sweepstakes subject to all applicable United States federal, state and local laws and regulations.

SWEEPSTAKES PERIOD: The Sweepstakes begins on June 10, 2019, at 8:00am EST and ends on June 30, 2019 at 11:59pm EST. Entries that are submitted before or after the Sweepstakes period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes using any of the following methods: Instagram or Twitter.

HOW TO ENTER:

“Take a photo in our showroom space 377 at NeoCon 2019 and tell us why design is second nature to you. Post it on Instagram or Twitter using the hashtag #thisissecondnature and tagging @MohawkGroup. If you posted to Instagram, follow @MohawkGroup; or, if you posted to Twitter, follow @MohawkGroup. Unlimited entries per person. In order to qualify as an entry, the Instagram or Twitter post of the entrant must be publicly visible. In the event the same entry (as determined solely by Sponsor) is submitted by more than one entrant, only the first entry received, as determined by receipt on Sponsor’s computer (the official timekeeping device for the Sweepstakes) (“Sponsor’s Computer”) will qualify. Correspondence and inquiries concerning the Sweepstakes will not be accepted or acknowledged. Once an entry is submitted it cannot be changed, altered, or modified; become the sole property of the Sponsor; and will not be acknowledged or returned. Any entry that the Sponsor, in its sole opinion, deems to be inappropriate for publication will not be considered and the entrant submitting that entry will be disqualified. An entry cannot, in the sole opinion of Sponsor, disparage any person, product or entity. Each entrant warrants and represents that his/her entry (i) is his/her sole and original creation and has not been copied in whole or in part from any other work; (ii) does not violate or infringe any intellectual property right, such as but not limited to, copyright, trademark/trade name, patent, or other proprietary right of any person (including but not limited to rights of privacy or publicity and are not defamatory, slanderous or libelous, or portray in a false light), or entity; (iii) is the sole and exclusive property of the entrant; and (iv) has not in whole or in part been published, submitted for publication consideration, or submitted in any other competition. By entering, each entrant certifies that he/she owns the copyright for the image submitted and grants permission for the use of his/her prepared photograph, and his/her name,
hometown, voice, likeness, and any statements regarding the Sweepstakes to be posted on www.twitter.com/mohawkgroup and www.instagram.com/mohawkgroup and www.mohawkgroup.com and in connection with the Sweepstakes and otherwise as stated in these Official Rules (as solely determined by Sponsor).

RESTRICTIONS ON THE PHOTO ENTRY: Photo Entries that contain children must contain only images of children for which the entrant is the parent or legal guardian. Entries must not contain any commercial or corporate advertising. Entries may not contain unsuitable content, defamatory statements, or content or statements that, in Sponsor's sole discretion, are unacceptable or illegal. Entries must not contain any materials embodying the names, likeness, photographs, or other indicia identifying any person, living or dead, other than the entrant. Entries cannot contain copyrighted materials owned by others including but not limited to photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media. Entries cannot depict violations, and cannot itself be in violation, of any law. Failure to comply with these limitations will void an entry. Sponsor may remove or disqualify any entry that fails to fully comply with these restrictions.

ENTRIES POSTED TO THE SWEEPSTAKES WEBSITE WILL NOT BE SUBSTANTIALLY EDITED BY SPONSOR AND ARE THE VIEWS OR OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. The Sponsor has no obligation to use or post any entry that is submitted.

DRAWING: Entries received will undergo a random drawing, conducted anonymously by an independent agency designee selected by the Sponsor. All potential winners will be required to complete, sign, and return a statement of originality and ownership, an affidavit of eligibility, a liability release and, where lawful, a publicity release within 7 days of the receipt of the documents. If documents are not timely returned, or if a notification is returned as non-deliverable, or if a potential Prize Winner is found to be ineligible or otherwise not in compliance with these Official Rules, that potential Prize Winner's status may be forfeited and an alternate selected, based on the winner criteria outlined herein, if circumstances permit, as solely determined by Sponsor.

PRIZE: One (1) winner will receive a Spafinder gift card in the amount of $500. All prizes will be awarded, provided that a sufficient number of eligible entries are received. Taxes on prizes, if any and any other costs not listed herein are the winner’s responsibility. Prize may not be assigned or transferred. No substitutions or exchange for cash allowed, except at Sponsor’s sole discretion. Prize is awarded “as is” with no warranty or guarantee, either expressed or implied. Odds of winning depend on the number of eligible entries. Sponsor reserves the right to substitute a prize package (or portions thereof) of equal or greater value if a prize (or portions thereof) cannot be awarded as described. Sponsor disclaims all and any liability for the actual provision, quality, or nature of any third-party product or services accepted by a winner.

PRIZE DRAWING/ODDS: On or about July 10, 2019, the designee selected by the Sponsor will select a potential winner in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via email, Twitter or Instagram on or about July 10, 2019. If the potential winner cannot be contacted within 7 days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

WINNER NOTIFICATION: The potential winner will be notified by email, Twitter or Instagram. Each potential winner will be required to complete, electronically sign and submit a Declaration of Compliance within 7 days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted or fails to submit the Declaration of Compliance within the required time period, or prize is returned as undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entries. Only 3 alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.
GENERAL CONDITIONS: By entering, entrants consent to use of their name, likeness, biographical information and voice in advertising worldwide and without compensation (where permitted). Further, they agree: (a) to release, discharge and agree to indemnify and hold harmless Sponsor, Mohawk Carpet Distribution, Inc., and its respective affiliate, subsidiary and related companies, retailers, distributors, advertising and promotion agencies and judging agencies, and all of their respective employees, officers and directors, representatives and agents, and Sweepstakes judges (collectively and individually "Releasees"), from and against any and all liability, claims, action, or proceedings, losses, injuries and damages of any kind (whether due to negligence or otherwise), including personal injury, death, and/or property damage, and/or breach or failure of any representation or warranty, and/or infringement of Intellectual Property rights such as but not limited to, copyright, patent, trademark/tradename, and/or infringement of rights of publicity or privacy, defamation, slander, or libel, or portrayal in a false light, arising, in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Entry, photograph, or prize or participation in the Sweepstakes, or participation in any Sweepstakes related activity and (b) if the Prize Winners, by acceptance of prize, except where legally prohibited, grant permission, in perpetuity, for Sponsor (and agree to confirm such permission in writing) and those acting pursuant to Sponsor's authority to use his/her name, biographical information, photograph, voice and/or likeness and prize information, and Video or Photo Entry (and notwithstanding anything to the contrary in these Official Rules, license the use of the Video or Photo Entry, which may be altered, changed, modified, edited, used alone, together or with other works, and/or used in distorted, illusory or composite form, as solely determined by Sponsor) for advertising, trade, commercial and promotional purposes and other business purposes without further compensation, at any times or time, in all media now known or hereafter discovered worldwide and on the internet and/or World Wide Web without notice or review or approval. Each entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the Prize Winners, irrevocably assign and transfer to Sponsor all of his/her right, title and interest in and to his/her entry including but not limited to all copyright and trademark rights, in the United States and worldwide, therein, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Upon request of Sponsor, each winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the entry and of the copyrights transferred hereunder in favor of Sponsor, that a winner may now or later have; and to record and perfect same. Should Sponsor fail to request the said assignment as stated that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the transfer and/or assignment, and the winner agrees to comply with any such request. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state or local courts in or nearest to Calhoun, GA.

LIMITATIONS OF LIABILITY: Releasees are not responsible for lost, late, damaged, stolen, separated, incomplete, illegible, misdirected or non-delivered entries; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Releasees are not responsible for any incorrect or inaccurate information, including but not limited to typographical errors, whether caused by website users, or by any equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the entry process or operation of the Sweepstakes or website, may be acting in violation of the terms of the website or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Use of
automated entry systems or any other conduct that impedes the integrity of the Sweepstakes is prohibited. Releasees are not responsible for injury or damage to participants’ or any other person’s computer related to or resulting from participating in the Sweepstakes or downloading or copying materials from or use of website. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes, and determine winner from entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. Notice of termination will be provided on the website. Any attempt to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is unlawful and subject to legal action by Sponsor or its agents, Releasees are not responsible for fraudulent communications made to entrants not by Sponsor. In case of dispute regarding internet entries, the authorized subscriber of the email account used to enter the Sweepstakes at the actual time of entry will be deemed to be the participant and must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet Access Provider, online service provider, or other organization, which is responsible for assigning email addresses. The information you disclose when you register for the Sweepstakes will be subject to the Privacy Policy set forth on Sponsor’s website, www.mohawkflooring.com/about-mohawk/privacy-policy.aspx, and, by entering the Sweepstakes, you agree to all personal information uses and disclaimers set forth in Sponsor’s Privacy Policy.

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANTS’ PARTICIPATION IN THE SWEEPSTAKES, ACCESS TO AND USE OF THE SWEEPSTAKES INTERNET SITE, OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES AND EVERYTHING ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

WINNERS LIST: You can request a list of winners by sending a SASE to Mohawk Industries, Mohawk Showroom #thisissecondnature 2019 Photo Sweepstakes Winners P.O. Box 12069 Calhoun, GA 30703. Requests must be received by July 31, 2019.

SPONSOR: Mohawk Carpet Distribution, Inc., 160 South Industrial Boulevard, Calhoun, GA 30701