

Carolina Home Remodeling LLC Bathtub Makeover

Official Rules

1. This sweepstakes is sponsored by Carolina Home Remodeling LLC (“CHR”).
2. CHR will award one (1) Grand Prize at the end of the prize period. The prize period begins on July 1, 2018, and ends on March 1, 2019. CHR’s computer shall be the official time-keeping device for this sweepstakes. The prize winners will be determined from a random drawing of all entries received during the prize period. The random drawings will be conducted on or about March 30, 2019. Limit one prize per entry. The odds of winning a prize is determined by the number of entries received prior to the time of the prize drawing. CHR reserves the right at its sole discretion to suspend, extend, modify, or terminate this sweepstakes without notice at any time. The prize winners will be notified by certified mail within fifteen (15) days of the drawing. Return of any prize notification as undeliverable will result in disqualification and selection of an alternate winner. All prizes will be awarded.
3. **No purchase is necessary to participate in this sweepstakes, and you do not have to submit to a sales presentation. Void where prohibited by law, rule, or regulation.** You may enter this sweepstakes by (i) completing an entry form and returning it to the drop box where you obtained it or (ii) printing your name and your complete address on a 3” x 5” card, writing the words “Carolina Home Remodeling LLC’s Bathtub Makeover” at the top, and mailing the card to CHR at its address below. Mailed entries must be postmarked by February 15, 2019. No more than one (1) entry per household is allowed. CHR is not responsible for any illegible, misplaced, damaged, or late entries. If applicable, the address listed on each entry form must be the address where the prize is to be installed if such entry is selected as the prize winner.
4. Sweepstakes entrants must (a) be eighteen (18) years of age or older as of the time of entering this sweepstakes and (b) own their own home that is (i) within 80 miles of CHR’s office at 372 Crompton Street Charlotte, North Carolina 28273 and (ii) in a suitable condition (as determined by CHR or its designees) for installation of the prize (including compliance with local building codes and regulations). CHR cannot install at commercial structures. Employees, officers, and directors of CHR, its affiliates, subsidiaries, co-branded partners, consultants, contractors, advertising, public relations, promotion, fulfillment and marketing agencies, and their immediate families (and those living in their same households) are not eligible to participate in this sweepstakes.
5. The Grand Prize winner will receive a Bathtub Makeover of CHR-installed white replacement bathtub with a 3 wall surround in smooth white around the bathtub, including a chrome trim kit of fixed shower head and faucet, one soap dish, one 2-shelf caddy, and a chrome shower rod. Tear out of existing bathtub is not included. The maximum retail value of the Grand Prize is \$6250.00 including installation labor. The cash value of the Grand Prize is \$6250.00. Any costs (including installation labor) in excess of the stated maximum retail value for a prize shall be the sole and exclusive responsibility of the prize winner. All expenses not specifically provided for are the sole responsibility of the prize winner. Prizes are not transferable by the prize winner and must be installed at the address listed on the winning entry form. Installation must be provided by CHR personnel or CHR’s designee. Prizes are subject to availability and may be subject to blackout dates. Installation is subject to the terms and conditions of CHR’s standard installation guidelines. Acceptance of a prize may require entering a standard contract or purchase order for the goods and services to be provided, as required by state law.
6. The site where the prize is to be installed must be in suitable condition (e.g., no water, mold, structural damage). Any waterproofing, remediation, or other repairs necessary for proper installation (as deemed by CHR or its designees in their sole discretion) must be performed at the prize winner’s expense prior to installation. No transfers, substitution in prizes, or cash will be allowed except by CHR, who may substitute a prize of equal or greater value in its sole or absolute discretion. Upon installation of a prize, CHR will be deemed to have awarded the prize to the prize winner with the prize winner assuming full ownership and responsibility for the prize. A prize winner must arrange for prize installation/delivery no later than one (1) month following the award of the prize and installation/delivery must occur and be completed within six (6) months of confirmed notification.

7. Each prize winner must comply with all instructions in the prize notification correspondence, including the completion of an affidavit of eligibility and liability/publicity release, and return both within fourteen (14) days of the date on the prize notification correspondence as well as have met all of the eligibility requirements set forth within these Official Rules; otherwise the prize will be forfeited and an alternative prize winner will be selected. Acceptance or use of a prize constitutes permission for CHR and its affiliates to use the recipients name and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law.
8. Liability for any applicable taxes, including all federal, state, and local taxes and/or other fees that may apply to prizes are the sole responsibility of the prize winner. Any required tax reporting forms will be furnished to the Internal Revenue Service.
9. Entries that are lost, late, illegible, or incomplete for any reason will not be eligible. CHR reserves the right to modify or terminate this promotion at any time or disqualify any entry in good faith. In the event of a dispute concerning the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the winning home is titled.
10. By participating in this sweepstakes, each entrant agrees to release, discharge, and hold harmless CHR, its affiliates, co-branded partners, subsidiaries, retailers, agencies, and their respective officers, directors, employees, and agents, from any damages that may arise out of participation in this sweepstakes in any way or out of the acceptance, use, misuse, or possession of a prize. By entering into this sweepstakes, each entrant agrees that any and all disputes, claims, or controversies (hereafter referred to as a "Claim") arising under or relating to this sweepstakes, including the validity or enforceability of this arbitration provision, shall be subject to binding arbitration to be determined by one (1) arbitrator, in accordance with and pursuant to the then prevailing Consumer Arbitration Rules of the American Arbitration Association ("AAA"), to be held and arbitrated in the judicial district in which the entrant lives at the time of his or her entering into this sweepstakes. Each entrant agrees that he or she will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties. Each party shall be responsible for its own fees and costs. This agreement to arbitrate, and any award or verdict will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of the demand for arbitration will be filed by the party asserting the Claim with AAA. The demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any arbitration proceeding and any award or verdict shall remain confidential between the parties and shall not be made public.
11. For a winners' list, mail a self-addressed, stamped envelope within thirty (30) days following a prize period, including a request for the winners' names to "Carolina Home Remodeling LLC's Bathtub Makeover", 372 Crompton Street Charlotte, North Carolina 28273. To stop the mailing of future sweepstakes related materials from Carolina Home Remodeling LLC, please send a written request to 372 Crompton Street Charlotte, North Carolina 28273.
12. This sweepstakes is conducted in English (which will be given its everyday ordinary meaning). This sweepstakes is governed by the laws of the United States with venue in Mecklenburg County, North Carolina, United States.