

# MONARCH POOL CARE

45 Walpole Street, #101  
Stafford, VA 22554

Phone: 540-657-SWIM  
Fax: 540-657-1720  
[www.monarchpoolcare.com](http://www.monarchpoolcare.com)



## MONARCH POOL CARE PHOTO CONTEST OFFICIAL RULES & REGULATIONS

1. **No purchase necessary. Void where prohibited.** By participating, entrants agree to be bound by these rules and decisions of the judges, which are final in all respects.
2. **How to Enter.** You may enter the Monarch Pool Care Photo Contest ("MPC Contest") by submitting one (1) photograph (but no more than three (3) photographs) of a swimming pool related subject. Photos must have been taken after June 1, 2009. Submissions will not be returned. Without limiting the foregoing, you grant Monarch Pool Care ("MPC") the right to post any submitted photographs, along with your name and hometown, on [www.monarchpoolcare.com](http://www.monarchpoolcare.com), in MPC's retail store, and in any other MPC promotional materials without compensation. By submitting a contest entry, you fully and unconditionally agree to and accept these official rules and the decisions of MPC, which are final and binding.
3. **SUBMISSION DEADLINES:**
  - Start Date: June 1, 2009
  - Deadline for Entries: August 8, 2009
  - Selection Date: August 15, 2009
  - Photo Contest Party: August 22, 2009 (Winner's announced)
4. **Photo Formats.** Entries may be color prints or digital images. Black and white images are not eligible. Please read the specific guidelines for submitting prints and digital images.
5. **Photo Categories.** The following swimming pool categories are acceptable formats for this contest:
  - a. Water Sports: Images from any youth and/or adult swimming event, swim meet, or water sports related activity,
  - b. People and Places: Images of people enjoying a residential swimming pool, or
  - c. Recreational: Images of animals and/or people enjoying a residential swimming pool
  - d. ALL HUMAN SUBJECTS MUST BE PROPERLY CLOTHED – NO NUDDITY PLEASE! ☀
6. **Submissions.** Digital entries must be submitted from a valid e-mail account that may be identified by reverse domain-name search; in the event of dispute, e-mail entries will be deemed submitted by the owner of the e-mail address from which the e-mail was sent. All submissions become the property of MPC with all rights to copy, edit, broadcast, publish and use, in whole or in part, any caption, including all concepts copyrighted or copyrightable, in any manner without further consideration (except where prohibited by law).
7. **Submitting Digital Images.** Images should be formatted to 300 dpi. Images should be submitted in JPG (at high quality) format. Images must be in natural color. Black and white, sepia tone, and duotone images are not eligible. Digital images will not be returned. Images should be e-mailed, along with completed entry form to [ruth@monarchpoolcare.com](mailto:ruth@monarchpoolcare.com).

- 8. Submitting Prints.** Prints must be no larger than 8" x 10" and must be in color. Do not send negatives. Attach a label to the back of each print with your name and address. Do not write on the photo itself. If submitting multiple entries, number each print to match a corresponding entry form. Prints will not be returned.

Mail prints along with completed entry form to:

Monarch Pool Care (Photo Contest)  
45 Walpole Street, Suite 101  
Stafford, VA 22554

- 9. Eligibility.** You must be a legal U.S. resident aged 18 years or older as of June 1, 2009 to be eligible. Employees of MPC and any other company/persons involved with this promotion, and all their respective immediate family and household members are not eligible.
- 10. No Liability.** By participating, each entrant (i) releases, indemnifies and agrees to hold harmless MPC, and their parents, subsidiaries, affiliates, employees, officers, directors, shareholders, and agents, including advertising agencies, from and against all claims, liability, injury, or damages relating to the sweepstakes, any entry, or any prize or use thereof, whether or not known or suspected by him/her to exist in his/her favor at the time of the contest; and (ii) agrees that these entities are in no way responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relating to any entry or to any prize.

MPC is not responsible for printing or input errors or for damaged, late, lost, illegible, incomplete, delayed, garbled, distorted, damaged, unintelligible, or misdirected entries; communications, software, hardware, or transmission failures of any kind regardless of cause; or any technical, human, or other error in the processing of entries. MPC is not liable for any injury or damages caused, whether directly or indirectly, in whole or in part, from any participation in this contest. If in MPC's opinion there is any suspected or actual electronic or non-electronic tampering with any portion of the sweepstakes, or if technical difficulties compromise the integrity of the contest, MPC reserves the right to terminate on-line entries in the contest, only accepting those legitimate entries received as of the termination date and subsequent mail entries.

- 11. Selection of Winners.** Winner selection will be conducted by MPC employees, whose decisions are final. You need not be present to win. Winning photos will be selected based on their originality, creativity, humor and appropriateness of subject matter to the image.
- 12. Requirements of Potential Winners.** Potential winners will be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release in order to receive the prize. Prize may be awarded to alternate winner if signed affidavit/release is not returned within fourteen (14) days after mailing to potential winner, if prize notification e-mail, affidavit or prize is undeliverable, if potential winner does not respond to notification e-mail within seven (7) days after the date of the e-mail, or if MPC determines that the potential winner is ineligible. If prize is won by a minor, it may be awarded in the name of a parent or legal guardian in MPC's sole discretion. Except where prohibited, by accepting a prize, winner agrees to MPC's use of his/her name, hometown and state or province, likeness, and/or prize information for promotional purposes in any media, worldwide, without compensation.
- 13. Award of Prize.** Three prizes will be awarded. Prizes are not transferable. All taxes, interest and penalties, if any, on prizes are the winner's sole responsibility. Odds of winning depend on the number of eligible entries received.
- a. 1<sup>st</sup> prize winner will be awarded a \$200 gift certificate to be used in MPC's retail store.
  - b. 2<sup>nd</sup> prize winner will be awarded a \$100 gift certificate to be used in MPC's retail store
  - c. 3<sup>rd</sup> prize winner will be awarded a \$50 gift certificate to be used in MPC's retail store.

**14. Disputes.** Except where prohibited, participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Virginia, U.S.A.; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. All issues and questions concerning these Official Rules and the Contest shall be governed by and construed in accordance with the laws of the State of Virginia, U.S.A., without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any other jurisdiction.

**15. General:** The Contest is subject to all applicable federal, state, provincial and local laws and regulations. MPC reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Contest should any virus, bug, technical failures, unauthorized human intervention or other causes beyond MPC's reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Contest. MPC reserves the right, at its sole discretion, to disqualify any participant if his or her conduct affects the integrity of the Contest. MPC's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

**16. Winners' Names.** Winners' names will be posted on [www.monarchpoolcare.com](http://www.monarchpoolcare.com) after selection and verification of winners.

**17. MPC Contact:**

Monarch Pool Care  
45 Walpole Street  
Suite 101  
Stafford, VA 22554  
(540) 657-SWIM  
[www.monarchpoolcare.com](http://www.monarchpoolcare.com)  
[photocontest@monarchpoolcare.com](mailto:photocontest@monarchpoolcare.com)