

Parr Lumber “I Want a New Deck Sweepstake” Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

PARTICIPATION CONSTITUTES PARTICIPANT’S FULL AND UNCONDITIONAL AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. YOU HAVE NOT YET WON. WINNING A PRIZE IS CONTINGENT ON FULFILLING ALL REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES, AND ALL PRIZES WILL BE AWARDED IN ACCORDANCE WITH THESE OFFICIAL RULES.

1. Sponsor: The promotion sponsor is Parr Lumber Company, 5630 NW Century Boulevard, Hillsboro, OR 97124 (“Sponsor”).

This promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook.

2. Agreement to Official Rules: By entering the promotion, entrants (hereafter, “Participants”) fully and unconditionally agree to abide by these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the promotion.

3. Eligibility: The promotion is open only to residents of Oregon and Washington, U.S.A., who are twenty-one (21) years of age or older at the time the promotion commences and who can provide proof of Oregon or Washington residency. Residents of all other states in the United States, U.S. territories and possessions, U.S. military installations in foreign countries, and all locations not physically located within Oregon or Washington are excluded from this promotion. Sponsor’s past and present employees, officers, directors, agents, representatives and independent contractors (and each of their immediate family members, including spouses, parents, siblings, and children, and members of the same households, whether related or not) are not eligible to participate. The promotion is subject to all applicable federal, state, and local laws and rules. Void where prohibited by law. The Sponsor reserves the right to disqualify any Participant that it determines, in its sole discretion, is ineligible to participate in the promotion.

4. Timing:

a. Entry Period: The promotion entry period begins on June 17, 2013 at 12 a.m. Pacific Daylight Time (“PDT”) and ends on July 31, 2013 at 11:59 p.m. PDT (the “Entry Period”).

b. Selection of Potential Winners: The approximate date for the selection of the winners is August 7, 2013. See details below regarding potential winner selection, notification, and receipt of prizes.

Sponsor’s computer is the official time-keeping device for the promotion.

5. How to Enter: There are two ways to enter the promotion

a. To enter online: In order to enter the promotion, you must, during the Entry Period, visit our Facebook page at www.facebook.com/parrlumber, “like” our Facebook page, and follow the links and instructions to enter the promotion. Online entries must be received by 11:59 p.m. PDT on July 31, 2013. Liking Sponsor’s Facebook page will not automatically enter you in the promotion, and you must also complete the promotion entry form. You will need a valid Facebook account in order to enter via this method. Setting up a Facebook account is free of charge. You acknowledge and agree that there are specific Facebook terms and conditions that apply to your Facebook account.

b. To enter via mail: If you do not have a Facebook account or do not have access to the Internet, you may enter via mail by writing your name, date of birth, email address (if any), telephone number, and full mailing address on an index card or piece of paper, and mailing the index card or piece of paper, along with a return-addressed and

stamped envelope, to Parr Lumber Company, 5630 NW Century Boulevard, Hillsboro, OR 97124. All mail-in entries must be postmarked by July 27, 2013 and received by us by 11:59 p.m. PDT on July 31, 2013. Participants acknowledge and agree that your mailed-in entry may be uploaded by Sponsor to www.facebook.com/parrlumber and will be available for viewing by the public.

Share our sweepstakes with your Facebook friends and increase your odds of winning. Receive bonus entries every time one of your Facebook friends enters to win. Those without Facebook please mail in a list of friends you shared this with to receive bonus entries.

Limit: One (1) entry per person (plus additional chances to win based on shares, as described above). Multiple Participants are not permitted to share the same email address or Facebook account, regardless of the method of entry. Any attempt by any Participant to obtain more than one entry by using multiple/different email addresses, Facebook accounts, or identities, or by using any other method will void that Participant's entries, and that Participant may be disqualified, at Sponsor's sole discretion. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address (or the owner or renter of the home at the mailing address) used to register will be deemed to be the Participant. With respect to email addresses, the "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winners may be required to show proof of being the authorized account holder (or proof of being the owner or renter of the home at the mailing address).

Only completed entries received by the end of the Entry Period will be eligible for prizes. All entries received after the end of this time will be void and will not be eligible for prizes. Proof of sending or submission of an entry will not be deemed to be proof of receipt by Sponsor. Entries are automatically void if not obtained through the authorized channels or if any part is lost, late, delayed, stolen, incomplete, invalid, unintelligible, illegible, damaged, corrupted, misdirected, or contains typographical or other errors, including postage-due errors. Sponsor has no obligation to notify the Participant of the disqualified entry. Sponsor is not responsible for lost, late, delayed, stolen, incomplete, invalid, unintelligible, illegible, damaged, corrupted, misdirected or postage-due entries or typographical errors in entries. Unless required by law, Sponsor has no obligation to review or respond to any correspondence received from a Participant regarding the promotion.

All entries (including photos submitted with entries) and all copyrights and other intellectual property and proprietary rights therein automatically become the exclusive property of the Sponsor upon being submitted, and will not be acknowledged or returned. Each Participant hereby irrevocably grants, transfers, conveys, and assigns to Sponsor all rights, titles, and interests in and to the entries (excluding the Participant's personal information) and all photos and other content associated with the entries (the "Content"), and the right to secure copyright or other registrations thereto. Each Participant acknowledges and agrees that Sponsor shall have the unlimited right to publish and/or use the Content for any reason, including without limitation, for marketing purposes, and in any medium, whether now or hereafter developed. Each Participant further acknowledges and agrees that Sponsor shall have the right to edit or adapt the Content, to combine the Content with other matter, and to create derivative works of the Content. Without limiting the foregoing, Sponsor shall have the right to display the Content alone or in combination with other submitted Content or other materials on the www.facebook.com/parrlumber web page, on Sponsor's websites, or any other website in Sponsor's discretion, for as long as Sponsor desires. Sponsor shall have the right to publish and/or use the Content, as described above, without notifying Participant in advance of each publication or use, and without compensation of any kind to Participant, his or her successors or assigns, or any entity. Sponsor may, but is not obligated to, attribute creation of the Content to the applicable Participant when using the Content.

Participant shall retain a personal, non-sublicensable (except with prior permission of Sponsor), non-transferable

(except with prior permission of Sponsor), perpetual, worldwide, royalty-free, fully-paid-up license to use the Content he or she submitted with his or her entry for any purpose whatsoever.

6. Content Guidelines: Optional Photos included with online entries must adhere to standard Facebook file size limitations. Photos included with mail-in entries must be at least 3-1/2" x 3-1/2", but no larger than 11" x 14" in size. Photos may be submitted in digital format, such as CD/DVD. Photos may not contain, as determined by Sponsor in its sole discretion, any violent, derogatory, profane, obscene, or offensive content, or content that promotes illegal activity or that portrays Sponsor or its products in a way that may give rise to public contempt, scandal, disrepute, or ridicule, or content that is otherwise objectionable in Sponsor's sole discretion. Sponsor reserves the right to make determinations of suitability in its sole and absolute discretion, to remove any such Content from Sponsor's www.facebook.com/parrlumber web page, and to disqualify any entries it determines to be inappropriate for any reasons listed above, or for any other reason, without providing any notice to the applicable Participant.

Entries must be submitted by the original creator and owner of all Content and information associated with and submitted with the entry. Content created by someone other than you but submitted by you will be disqualified. You must be the sole owner of the copyright and other intellectual property or proprietary rights in and to the Content submitted. Your submission of Content is your guarantee that you are the sole author and sole owner of such Content and all intellectual property and proprietary rights therein. In addition, by entering, Participants represent and warrant that the entries and Content that they submit (i) do not infringe, misappropriate, or otherwise violate any other person's or entity's rights, including but not limited to, copyrights, trademark rights, trade secret rights, other intellectual property or proprietary rights, or rights of privacy and publicity; (ii) do not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (iii) do not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Content is created; and (iv) have not been submitted previously in a contest or promotion of any kind and will not be submitted as entries to any other contest or promotion during the Entry Period. Participants further represent and warranty that they have secured all consents and approvals in writing from any persons featured in Content submitted for the promotion, and Participants acknowledge and agree that, upon request from Sponsor, Participants will provide such written consents and approvals to Sponsor and secure any additional written consents, approvals, or releases required by Sponsor from any persons featured in Content.

In the event that Sponsor determines, in its sole discretion, that Content submitted does not comply with the foregoing; is or may be owned by a third party; or infringes, misappropriates, or otherwise violates any other party's rights or is likely to infringe, misappropriate, or otherwise violate any other party's rights, Sponsor may remove the Content from the www.facebook.com/parrlumber web page and disqualify the entry associated with the Content from the promotion, without providing any notice to said Participant.

7. Winner Determination: The winners will be drawn randomly by an independent 3rd party system. Potential winners will be notified by email or mail on or around August 7, 2013. See details regarding prizes and how to claim prizes below.

8. Prize Details:

a. 1st Prize: Deck made of Cedar One wood, approximate retail value ("ARV") of \$ 1200.00. The prize does not include delivery, installation, tear-out, or haul away, all of which must be arranged and paid for by the prize winner. The Internal Revenue Service requires a Form 1099 MISC to be issued to and filed by any prize winner if the value of the prizes received is \$600 or more. Sponsor will issue a Form 1099 MISC to the 1st Prize winner for the ARV of the 1st Prize, and the 1st Prize winner is solely responsible for filing this completed form with the Internal Revenue Service. See information below regarding how to claim the 1st prize.

b. 2nd Prize: \$250.00 Parr Gift Card

c. 3rd Prize: \$75.00 Parr Gift Card

The ARV of all prizes combined is \$1,525.00.

LIMIT: One (1) prize per person, per Facebook account, and per household.

All applicable federal, state, and local taxes are the sole responsibility of the winners. All other expenses and items not specifically mentioned in these Official Rules are not included and are the winners' sole responsibility. The prizes may not be exchanged for cash value or otherwise, and the prizes are non-refundable. No transfer, substitution, or assignment of the prizes is permitted. Prizes are subject to availability and substitution, in whole or in part, with prizes of equal or greater retail value if the prizes are unavailable or cannot be awarded for any reason, at the sole discretion of Sponsor. The value of the prizes set forth above represent Sponsor's good faith determination of the ARV thereof and cannot be challenged or appealed. Actual values may vary based on retail value or expected retail value at the start of the promotion. In the event the ARV of a prize is more than the actual retail value of the prize, the difference will not be awarded in cash or otherwise. Sponsor makes no representation, warranty, or guarantee in whole or in part, express or implied, in fact or in law, in relation to the use of any prize including, but not limited to, its quality, merchantability, fitness for a particular purpose, suitability for use, and/or non-infringement. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to delivery, possession, use, and/or misuse of the prizes awarded. Any maintenance or warranties shall be limited to those provided by the manufacturer of the prizes, if any, and acceptance of a prize constitutes the winner's release of Sponsor for maintenance and/or repair of the applicable prize. All prize details not set forth in these Official Rules are at Sponsor's sole discretion.

Sponsor will coordinate prize pick-up or delivery of the prizes with the winners. If Sponsor delivers the prize via mail, the prize will be deemed delivered to the applicable winner once delivered by Sponsor to the U.S. Postal Service or other common carrier of Sponsor's choosing. Sponsor will not be responsible or liable for lost, stolen, or damaged prizes once delivered to the U.S. Postal Service or other common carrier. The winners may be responsible for travel or shipping costs required to claim the prizes. Deliver cost is dependent upon the distance from a Parr store. Additional delivery charges will be assessed if ferries are included in delivery. By participating, you waive the right to claim as a cost of winning any prize, the cost of travel or shipping required to claim the prize. Sponsor will not be liable for any loss or damages with regard to the delivery, possession, use, or misuse of the prizes.

9. Odds of Winning: The odds of winning a prize depend on the number of eligible entries received.

10. Winner Notification and Response Requirements: Receiving a prize is contingent upon compliance with these Official Rules. Once a potential prize winner is contacted by Sponsor via e-mail, he or she will have five (5) days to respond to the notification to claim the applicable prize. If Sponsor notifies the potential winner via mail instead of email, the potential winner will have eight (8) days from the day Sponsor delivers the notification to the U.S. Postal Service or other common carrier of Sponsor's choosing, to respond to claim the applicable prize. If the applicable potential winner does not respond within this timeframe, or if the prize notification is returned as undeliverable, the prize will be forfeited without notice to the potential winner, and the prize may be given to an alternate winner at Sponsor's discretion. The potential winners must meet all eligibility requirements set forth in these Official Rules.

REPLYING TO THE PRIZE NOTIFICATION WILL NOT AUTOMATICALLY MAKE THE POTENTIAL WINNERS ACTUAL PRIZE WINNERS. THE POTENTIAL WINNERS MUST MEET ALL ELIGIBILITY REQUIREMENTS. IF A PRIZE OR PRIZE NOTIFICATION IS RETURNED AS UNDELIVERABLE, THE POTENTIAL WINNER FORFEITS THE PRIZE.

In the event any potential prize winner is disqualified, Sponsor may choose another potential winner from the pool of qualified entries.

Each prize winner will be announced on the www.facebook.com/parrlumber web page and possibly on Sponsor's website(s) and/or in other marketing materials, though this is not how notification to the potential winners will be provided.

11. **Publicity Release:** Unless prohibited by law, acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor, or third parties on Sponsor's behalf, may use the winner's name, city and state of residence, biographical data, voice, statements, image, and/or likeness (collectively, the winner's "Name and Likeness") in connection with the promotion, with Sponsor's use of the winner's submitted Content and entry materials, and/or with other promotional purposes or any other business purpose, in any media, now known or hereafter developed. Winners agree that Sponsor (and third parties on Sponsor's behalf) has(ve) the unrestricted, absolute, perpetual, and worldwide right to display, broadcast, distribute, modify, create derivative works of, and otherwise use the Content and the applicable winner's Name and Likeness. Winners agree that Sponsor may alter the winners' Name and Likeness and may combine the winners' Name and Likeness with other materials and information. Winners acknowledge and agree that Sponsor may use the foregoing worldwide, including on the Internet, without limitation and without further payment or consideration or notice to or review opportunity for said winner, unless prohibited by law. Sponsor may, but does not have to, use the applicable winner's name or other information in connection with Sponsor's use of the Content submitted with that winner's entry. Winners accept and acknowledge that Sponsor shall not be obligated to use the entry and Content therein and that Sponsor, in its sole discretion, shall have the right to refrain from using the entry and Content therein. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

12. **Release:** By participating in this promotion, you (i) agree to release (a) Facebook and (b) Sponsor and its subsidiaries, affiliates, members, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each such company's officers, directors, employees, members, and agents (collectively, the "Releasees") from any and all liability for any claims, losses, damages, injuries, death, damage to or loss of personal property, costs, and expenses (including reasonable attorneys' fees) of any kind arising out of or relating to your participation in this promotion and/or your acceptance, possession, use, or misuse of your prize and/or Sponsor's use of your Name and Likeness under Section 11 (including without limitation liability from and claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (ii) agree to indemnify and hold harmless the Releasees from and against any and all third-party claims, losses, damages, liabilities, injuries, death, damage to or loss of personal property, costs and expenses (including reasonable attorneys' fees) of any kind arising out of or relating to your participation in this promotion and/or your acceptance, possession, use, or misuse of your prize and/or Sponsor's use of your Name and Likeness under Section 11 (including without limitation liability from and claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (iii) acknowledge and agree that the Releasees have not made, disclaim, and are not responsible or liable for any representations or warranties, express, implied, statutory, or otherwise, regarding the prizes. The prizes must be accepted as awarded, and the prizes are awarded "AS IS" and "AS AVAILABLE" with no warranty, representation, or guarantee.

The winners of the promotion may be required to sign additional documentation containing a release of any and all liability from any claims for damages, losses, or injury against Releasees arising from use of the prizes, and such other forms as the Sponsor may require. Requiring the winners to sign other documents, however, in no way limits the above release of liability or any other provision of these Official Rules.

13. **Participant Personal Information:** Unless otherwise set forth in these Official Rules, personal information collected from Participants is subject to Sponsor's Privacy Policy located at <http://parr.com/general/privacy/>. By entering the promotion, you acknowledge and agree that you have read and that you understand and agree to the terms of this Privacy Policy. Further, by entering this promotion, you acknowledge that you are disclosing your personal information to Sponsor, and not to Facebook. Participants will not be required to disclose personal financial information to enter the promotion. By entering this promotion, you agree that Sponsor may use your personal information for marketing purposes. You may unsubscribe to receipt of our marketing communications at any time.

14. **General Conditions:** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to cancel, suspend, and/or modify the promotion, or any

part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the promotion, or if the promotion is not capable of being executed as planned for any other reason, as determined by Sponsor in its sole discretion. If the promotion is terminated before the end of the Entry Period, Sponsor may, in its discretion, randomly select winners for all remaining prizes, if any, from all eligible entries received as of the termination date. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner.

CAUTION: Any attempt by any person to defraud Sponsor in connection with the promotion, to damage any website, or to otherwise deliberately undermine the legitimate operation of the promotion may be a violation of criminal and civil law and subject to civil and criminal penalties. Should such an attempt be made, Sponsor will disqualify any such person from the promotion, without notice to such person, and Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law and to cooperate in the prosecution of any such conduct.

15. Limitations of Liability: Releasees are not responsible for and have no obligation to notify Participants of: (a) Any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the promotion; (b) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or in network, hardware or software; (c) unauthorized human intervention in any part of the entry process or the promotion; (d) technical or human error which may occur in the administration of the promotion or the processing of entries; (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a Participant's participation in the promotion or receipt, possession, use, or misuse of any prize; or (f) forces beyond Sponsor's reasonable control that may cause the promotion to be disrupted or corrupted. If, for any reason, a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another entry in the promotion, if it is possible at that time.

16. Disputes: Except where prohibited, Participants agrees that: (a) Any and all disputes, claims and causes of action arising out of or connected with this promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Oregon or the appropriate Oregon State Court located in Multnomah County, Oregon, and Participants submit to the exclusive jurisdiction and venue of the courts located in the State of Oregon for any and all causes of action relating to this promotion or any prize awarded; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by Participant relating to the promotion, including costs associated with entering this promotion, if any, but in no event will any Participant or winner be awarded attorneys' fees; and (c) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim (i) indirect, punitive, exemplary, incidental, special, and/or consequential damages and/or any other damages, other than for actual out-of-pocket expenses; and (ii) any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Participants and Sponsor in connection with the promotion, shall be governed by, and construed in accordance with, the laws of the State of Oregon without giving effect to any conflict-of-law rules (whether of the State of Oregon or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oregon.

17. Winners List: To request confirmation of the name of the winners, please send a self-addressed, stamped envelope to: Parr Lumber Company, Attn: Nancy Cranston, 5630 NW Century Boulevard, Hillsboro, OR 97124.

Consumer Disclosure: You have not yet won. No purchase or payment of any kind is necessary to enter or win this promotion. A purchase or payment will not increase your chances of winning. The approximate retail value of the 1st prize is \$ 1200, 2nd prize is \$250, 3rd prize is \$75 and the approximate retail value of all prizes combined is \$ 1525.00. The odds of winning depend on the number of eligible entries received. Three prizes will be awarded. Limit: One entry per person and per household. Other restrictions apply. Promotion Entry Period:

June 17, 2013 thru July 31, 2013 Pacific Daylight Time. Date prize winners will be selected: August 7, 2013.
Sponsor: Parr Lumber Company, 5630 NW Century Boulevard, Hillsboro, OR 97124.

- I hereby acknowledge that (1) I have fully read and understand the Official Rules for Parr Lumber's "I Want a New Deck Sweepstakes" and agree to be bound by all eligibility requirements; (2) I have answered the Entry Form questions honestly and accurately; (3) if any of the information is found to be false or misleading, this will be grounds for dismissal from the winner selection process and/or winning the prizes. The selection of winners is final and not subject to challenge or appeal.

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