Sweetwater Home Services & Quality Water and Air, Inc.
Promotional Give Away

Official Rules

NO PURCHASE IS NECESSARY TO PARTICIPATE IN THIS PROMOTION. VOID WHERE PROHIBITED BY LAW, RULE, OR REGULATION. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING WITH A PROMOTION ENTRY.

1. Sweetwater Home Services of 10139 Metropolitan Drive, Austin, Texas 78758 and Quality Water and Air, Inc. of 114 Commercial Circle Conroe, Texas 77304 ("Sponsor") will jointly award one (1) Grand Prize during the prize period. The prize period begins January 15 through April 15 2018. The random drawing shall be conducted ten (10) days after the end of the prize period. The Grand Prize winner will be determined from a random drawing of all entries received prior to the prize drawing. The odds of winning the Grand Prize is determined by the number of entries received prior to the time of the prize drawing. Sponsor reserves the right at its sole discretion to suspend, modify, or terminate this promotion without notice at any time. This promotion may be conducted in conjunction with other Sponsor promotions.
2. The Grand Prize winner will be notified by e-mail or by telephone within three (3) business days of the drawing in which the Grand Prize winner is selected. Sponsor shall make three (3) attempts to notify the Grand Prize winner in this manner within three (3) business days of the drawing. If the Grand Prize winner still has not been contacted and notified after these three (3) attempts, then Sponsor will send a fourth and final notification attempt via certified mail, return receipt requested, to the address of the Grand Prize winner indicated on the winning entry within fourteen (14) days of the drawing. If the Grand Prize winner does not contact Sponsor within seven (7) days following the date of mailing of the certified letter, it will be deemed that the Grand Prize winner cannot be contacted and will thus result in disqualification of the Grand Prize winner and forfeiture of the prize and selection of an alternate Grand Prize winner. The return of the certified mail prize notification as undeliverable will result in the Grand Prize winner's disqualification and forfeiture of the prize and selection of an alternate Grand Prize winner. An alternate Grand Prize winner will be selected within three (3) business days of the Grand Prize winner's disqualification pursuant to the selection and notification process set out herein. Only the Grand Prize winner will receive notification. All prizes will be awarded.
3. Promotion entrants may enter this promotion by either (a) visiting Sponsor's kiosk at a participating The Home Depot ® retail location (*participating retail locations listed below*) or (b) fill out a 3x5 post card with the entrant's name, address (including zip code), home and work telephone numbers (including area codes) and send the post card to 10139 Metropolitan Drive Austin, Texas 78758. All mailed entries must be postmarked by April 15, 2018. Sponsor is not responsible for any illegible, misplaced, damaged, or late entries.
4. Promotion entrants must (a) be twenty one (21) years of age or older as of the time of entering this promotion and (b) own their own home. Employees, officers, and directors of Sponsor, 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 promotion.
5. The Grand Prize winner will receive a $3,000 The Home Depot ® gift card. The Home Depot ® is not affiliated with this promotion. The maximum retail value of the Grand Prize is $3000 All expenses not specifically provided for are the sole responsibility of the Grand Prize winner. All dollars are expressed in U.S. currency. No transfers, substitution in prizes or cash will be allowed except by Sponsor, who may substitute a prize of equal or greater value in its sole and absolute discretion. Winners may pick up the prize at one of the participating The Home Depot ® retail locations. Upon awarding of a prize, the Grand Prize winner assumes full ownership and responsibility for the prize.
6. To qualify to receive the Grand Prize, the Grand Prize winner must comply with all Official Rules instructions and requirements, as well as have met all of the eligibility requirements set forth within these Official Rules; otherwise the Grand Prize winner will be disqualified and the prize will be forfeited, and an alternative Grand Prize winner will be selected. Acceptance or use of the prize constitutes permission for Sponsor and its affiliates to use the recipient's name and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law.
7. 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 Grand Prize winner. Any required tax reporting forms will be furnished to the Internal Revenue Service and state tax agency. Entries that are lost, late, illegible, or incomplete for any reason will not be eligible. Sponsor 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.
8. By participating in this promotion, each entrant agrees to release, discharge, and hold harmless Sponsor, 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 promotion in any way or out of the acceptance, use, misuse, or possession of a prize. By entering into this promotion, each entrant agrees that any and all disputes, claims, or controversies (hereafter referred to as a "Claim") arising under or relating to this promotion, 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 promotion. 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.
9. For a prize winners' list, mail a self-addressed, stamped envelope within thirty (30) days following a prize period, including a request for the prize winners' names, to 10139 Metropolitan Drive, Austin, Texas 78758. To stop the mailing of future sweepstakes-related materials from Sweetwater Home Services, please send a written request to 10139 Metropolitan Drive, Austin, Texas 78758. To stop the mailing of future sweepstakes-related materials from Quality Water and Air, Inc., please send a written request to 114 Commercial Circle Conroe, TX 77304.
10. This promotion is conducted in English, which will be given its everyday ordinary meaning. This promotion is governed by the laws of the United States of America.