

**Simpson Strong-Tie/ Atlas Construction Specialties Company, Inc./Sound
Seismic/Washington State Emergency Management**

"GREAT WASHINGTON SHAKEOUT HOME RETROFIT GIVEAWAY 2013"

OFFICIAL RULES

Important: Please read these rules before entering this contest (the "Contest").

By participating in the Contest, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements set forth below.

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST.

1. **Eligibility. PURCHASE WILL NOT INCREASE ODDS OF WINNING. CONTEST VOID WHERE PROHIBITED.** CONTEST OPEN ONLY TO RESIDENTS OF WASHINGTON STATE WHO RESIDE IN KING, SNOHOMISH OR PIERCE COUNTY AND WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES (INCLUDING THE "ADDITIONAL ELIGIBILITY REQUIREMENTS IN SECTION 4), THEN THE SPONSORS (AS DEFINED IN SECTION 14) RESERVE THE RIGHT NOT TO AWARD PRIZES TO YOU. Any web pages, advertisements and promotional materials relating to the Contest are intended for viewing only within the geographic area described above and by eligible participants. You are not authorized to participate in the Contest unless you are located within the geographic area described above and are an eligible participant. To be eligible to win a prize, residents must validly enter the Contest per the terms of Section 6 below. Directors, officers, competitors and employees of Simpson Strong-Tie and any of their respective affiliates, subsidiaries, agents, professional advisors, agencies, and immediate families of each are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply. Limit one (1) prize per household.

2. **Disclaimer.** Sponsors and any of their respective parent organizations, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies (together, the "Released Parties") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Sponsors or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Contest.

3. **Contest Period.** The Contest period ("Contest Period") starts at 12:01 A.M. (all times Pacific Time) on October 1, 2013 and ends at 11:59 P.M. on October 31, 2013 (the "Deadline"). All residents must submit valid entries for the Contest by the Deadline to be eligible to win the prize.

4. **Prizes.** Prizes will be awarded as follows: One (1) winner (the "Winner") will receive a home retrofit (the "Retrofit") valued up to \$10,000 by Sound Seismic Earthquake Retrofitting of Seattle, Washington (the "Contractor"). The Retrofit involves reinforcing the connections and framing between the foundation and first floor framing at the perimeter of the basement or crawl space. Prize includes all required building permits and inspections, and structural engineering if needed. Prize will include labor and materials up to \$10,000 but Winner is responsible for any costs, payable to the Contractor, above \$10,000. The total approximate retail value of all prizes and discounts is \$10,000. Retrofit must be completed within one calendar year from date of Winner notification and the Winner is responsible for removing or replacing any finishes that may need to be removed or could be damaged to access the home's structure.

Winner and their home must meet the following eligibility requirements (the "Additional Eligibility Requirements"): (i) the Winner must own a single-family residence (the "Home") in King, Snohomish or Pierce County, within the state of Washington; (ii) the Home must have been built prior to 1980 and have a concrete

foundation (homes with post and pier, slab-on-grade, or cinder block foundation are not eligible); and (iii) the structure elements to be retrofitted on the Home must be accessible to the Contractor.

The Home is subject to on-site inspection by Contractor to verify that it meets the Additional Eligibility Requirements. In the event the chosen Winner is deemed not to have met such Additional Eligibility Requirements, an alternate Winner will be chosen. Contractor will work with the Winner to determine retrofit needs. Sound Seismic, a division of Jackson Remodeling LLC, is a licensed and bonded contractor in the State of Washington (License # JACKSRL016K8).

5. **Odds.** Odds of winning prize depend on the number of eligible participants. **ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.** No substitutions or exchanges of any prizes will be permitted. Limit one (1) prize per household.

6. **How to Enter.** There are two ways to submit entries for the Contest. First, you may enter by visiting <http://shakeout.org/washington/register/> and registering to participate in the 2013 Great Washington ShakeOut (the "Registration Option") during the Contest Period. Second, if you have previously registered to participate in the 2013 Great Washington Shakeout, you may enter by submitting a photo of you (and/or your family) performing an earthquake drill by visiting and uploading such a photo at <http://www.shakeout.org/washington/share> during the Contest Period (the "Photo Option").

All entries become the sole property of Sponsors. Sponsors will not confirm receipt of entries. A maximum of two entries (one entry under the Registration Option and one entry under the Photo Option) per person or email address (regardless of whether more than one person uses the same e-mail address) per household. Multiple entries, under the Registration Option or the Photo Option, may disqualify you from eligibility to enter the Contest. In the event multiple entries, under the Registration Option or the Photo Option, are received from any person or e-mail address, the first entry processed will be considered the only valid entry received unless Sponsors, in their sole discretion, determine that you are not eligible as a result of your submission of multiple entries under the Registration Option or the Photo Option. In the event of a dispute, online entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by the Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with that e-mail address.

7. **Determination of Winner.** On November 4, 2013, a representative of the Sponsors will randomly select a name from the list of entries that have been submitted by the Deadline.

A representative of the Sponsors will notify the Winner by telephone, e-mail, and/or direct mail using the information provided in the registration form on or around November 6, 2013. All decisions of the Sponsors are final and binding. If any potential winner cannot be reached after three notification attempts, that potential winner may be deemed ineligible and an alternate potential winner will be selected from the remaining eligible entries.

8. **General Release.** By entering the Contest, you release Sponsors and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

9. **Use of Winner Name, Likeness, etc.** Except where prohibited by law, entry into the Contest constitutes permission to use Winner's name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, the Winner may be required to execute an additional written consent to the use of

their name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation.

10. **Affidavit & Release.** As a condition of being awarded any prize, the Winner will be required to execute and deliver to Sponsors a signed affidavit of eligibility and acceptance of these Official Rules and release of liability, and any other required legal, regulatory or tax-related documents required by Sponsors in their sole discretion.

11. **Rules/Winner Information.** To obtain a copy of these rules, visit <http://www.shakeout.org/washington/simpson>. For a copy of the Winner list, send a self-addressed stamped envelope specifying "Contest Winners List" c/o Colehour+Cohen, 615 Second Avenue, Suite 280, Seattle, WA.

12. **LIMITATION OF LIABILITY.** IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM YOUR PARTICIPATION IN THIS CONTEST, EVEN IF SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS THAT ARE PROHIBITED BY LAW IN A PARTICULAR ENTRANT'S JURISDICTION SHALL NOT APPLY TO SUCH CONTESTANT.

13. **Miscellaneous.** The Contest and these Official Rules will be governed, construed and interpreted under the laws of the State of Washington. Each entrant agrees (a) that any dispute arising out of or relating to this Contest or these Official Rules shall be resolved individually and without resort to any class action, and any judicial proceeding shall take place in a federal or state court within the State of Washington, and (b) to waive all rights to claim punitive, incidental and consequential damages (including attorneys' fees), other than actual out-of-pocket expenses (i.e., expenses associated with participating in this Contest) and any and all rights to have such claims multiplied or otherwise increased. Entrants agree to be bound by these Official Rules and by the decisions of Sponsors, which are final and binding in all respects. Sponsors reserve the right to change these Official Rules at any time, in their sole discretion, and to suspend, cancel, postpone or extend the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Sponsors' control affect the administration, security or proper play of the Contest or Sponsors otherwise become (as determined in its sole discretion) incapable of running the Contest as planned. Entrants who violate these Official Rules, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sponsors, the Contest or any other entrant (in each case as determined in Sponsors' sole discretion) are subject to disqualification from entry into the Contest. Sponsors reserve the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest. If you have any questions about these Official Rules or the Contest, please e-mail them to Liv Faris, Colehour+Cohen at lfaris@colehourcohen.com.

14. **Sponsors:** The sponsors are Simpson Strong-Tie Company, Inc., Atlas Construction Specialties Company, Inc., and Sound Seismic (collectively, the "Sponsors") and the addresses of each of the Sponsors is as follows: Simpson Strong-Tie Company, 5956 W. Las Positas Blvd., Pleasanton, CA 94588; Atlas Construction Specialties Company, Inc., 4044 22nd Ave W, Seattle, WA 98199; Sound Seismic, 7543 15th Ave NW, Seattle, WA 98117; Washington Military Department, Emergency Management Division, 20 Aviation Dr., Building 20, MS TA-20, Camp Murray, WA 98430-5112