



BAY BREEZE PATIO

**NO PURCHASE NECESSARY TO ENTER PROMOTIONS OR
GIVEAWAYS
FOR BAY BREEZE PATIO**

A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL PROMOTIONS/GIVEAWAY BEGINNING AND END DATES ARE MADE AVAILABLE UPON REQUEST AND ADVERTISED PUBLICALLY.

1. How to Enter: You may enter the Promotions/Giveaways sponsored by Bay Breeze Patio (a) in accordance with the call-to-action supplied in the corresponding advertising material as well as by, or (b) sending a request for the Entry Form, along with a self-addressed envelope, to Bay Breeze Patio at the address indicated at Paragraph 12, below. Complete the Entry Form online or mail in your completed entry form to the address(es) indicated below so that the entry is received by 5:00 PM on **March 31, 2011**. Limit one entry per person. A purchase of any products or service will not improve an entrant's chances of winning.
2. Eligibility. This Giveaway is open to persons aged 21 years or older at time of entry. Employees of Bay Breeze Patio ("Sponsor") and/or any of its affiliates, distributors, subsidiaries, retailers, sales representatives, suppliers, participating vendors, promotion or advertising agencies, or any other company involved with the design, production, execution or distribution of the Giveaway and each of their respective officers, directors and employees (collectively hereafter referred to as the "Patrons"), as well as the members of the Patron's immediate families (spouses, parents, children, siblings and their spouses), regardless of where they live, and those living in the same household, are ineligible to enter or participate in this Giveaway or win a prize. This Giveaway is subject to all federal, state and local laws and regulations and void where prohibited. Giveaway eligibility is limited to one entry per family.
 - 2.1. Copies of Rules. Copies of these Official Rules may be obtained at the Sponsor's Website (<http://www.baybreezepatio.com>) (the "Website"), or by sending a self-addressed stamped envelope marked "Official Rules" to Bay Breeze Patio address indicated at Paragraph 12, below.
3. How to Win – Odds of Winning. All eligible persons who complete and timely submit an Entry Form will be entered into the Giveaway. All decisions of Sponsor are final and binding on all matters relating to this Giveaway.
 - 3.1. **April 1, 2011** – Giveaway Drawing. Entry Forms that are completed and entered by **March 31, 2011**, will be eligible for the **April 1st** drawing. A Winner will be selected in the random drawing to be conducted on **April 1st, 2011**, from among all eligible entries received by the Sponsor up to and including **March 31st, 2011**. The Winner need not be present at the time of the **April 1st** drawing to win. The Winner from the **April 1st** drawing will be notified on or before **April 15, 2011** by telephone and/or email.
 - 3.2. Giveaway Odds: Odds of winning depend on the number of timely, correct, eligible entries received by the drawing date.
 - 3.3. Winner Disentitlement. In the event that the winner of **the** drawing is disqualified, for any reason, or chooses not to be the Giveaway winner, then a subsequent random drawing promptly will be conducted to select a derivative winner from among all remaining timely, eligible entries received by the Sponsor. The derivative winner, as the result of any

subsequent drawing, need not be present to win. Within three (3) business days of the subsequent drawing the derivative winner will be notified by telephone, mail and/or email of her/his selection of as the Giveaway winner. Should the derivative winner be disqualified or forfeit, then a tertiary winner will be selected using essentially the same procedures as employed by the Sponsor to select the original or derivative winners.

4. Prize. Described on all advertising materials and available by contacting Bay Breeze Patio via email at info@baybreezepatio.com or making the request in writing at the mailing address in paragraph 12 and including a self-addressed, stamped envelope.

5. How to Claim Prize. If requested, the winner must return, within ten (10) business days after a notification attempt by the Sponsor, an Affidavit of Eligibility & Liability/Publicity Release ("Release") personally signed by the winner. Failure of a prize winner to return or deliver the executed Release within the time period specified, or non-compliance with these Official Rules, or inability to notify the winner will result in that Contestant's (any reference to "Contestant" also includes the prize winner) disqualification and forfeiture of her/his prize, and an alternate winner will be selected from remaining eligible entries. If a potential winner cannot be reached after a reasonable effort has been exerted, if s/he is found to be ineligible, s/he cannot or does not comply with these Official Rules, or if her/his or prize notification is returned as undeliverable, such person will be disqualified and an alternate prize winner may be selected at the Sponsor's sole discretion. No prize will be awarded until the Release form is received by the Sponsor. The winner will be required to provide the Sponsor with her/his telephone number, and complete name and current postal mailing address. No winner will be qualified until her/his entry submission is validated.

6. Giveaway Restrictions. Except where prohibited by law, any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and/or use of the prize not specifically stated herein are the sole responsibility of the Contestant. EXCEPT WHERE PROHIBITED BY LAW, THE WINNER (YOU) MUST PAY ANY EXPENSES IN ORDER TO USE THIS PRIZE. Patrons will not replace any lost or stolen (a) prize or (b) merchandise acquired with the prize voucher. Patrons are not responsible for the winner's use of any prize after it has been delivered to the prize winner. ANY ENTRY REGISTRATION THAT IS ALTERED OR TAMPERED WITH, OR ACCESSED THROUGH IRREGULAR CHANNELS OR MEANS SHALL BE VOID. AUTOMATED OR BULK REGISTRATIONS OR ENTRIES SUBMITTED BY THIRD PARTIES WILL BE DISQUALIFIED. INCOMPLETE, ILLEGIBLE, CORRUPTED, OR UNTIMELY ENTRIES ARE VOID AND WILL BE DISQUALIFIED. Each entry must be submitted by the Contestant.

7. General Conditions. Subject to applicable law, Sponsor reserves the right to change these rules at any time. At the sole discretion of Sponsor, all entries are subject to verification. Anti-fraud detection devices may be used to verify winners.

7.1. Contestant Warranties and Representations.

Each Contestant irrevocably grants to Patrons the worldwide, royalty-free, non-exclusive, sub-licensable, unconditional, perpetual and transferable right and license to use the Contestant's name, likeness and biographical information, for advertising, promotional or commercial purposes, including without limitation, on or in connection with the Website, the Giveaway, or other promotions conducted by the Sponsor, and each such Contestant hereby releases the Sponsor and the Patrons from any liability with respect thereto.

7.2. Errors, Malfunctions, Etc. / Fraud / Tampering.

The Patrons are not responsible for any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, including public utility outages; omissions,

interruptions, deletions or defects of any telephone network, computer systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant's or any other person's computer, cell, or wireline telephone, relating to or resulting from participation in this Giveaway; inability to access the Website or any web pages of the Patrons; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines, or the Internet, or any service provider's facilities, or any website (including the Website) or for any other reason whatsoever, including typographical, printing or other errors, or any combination thereof. The Patrons also are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; or miscommunications or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING THE WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the Website, and/or the legitimate operation of the Giveaway; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. All entries become the property of Sponsor and may not be acknowledged or returned. E-mail entries are not permitted. No mechanically reproduced entries will be accepted.

7.3. Official Rules are Final and Binding. By entering this Giveaway, Contestants acknowledge that they have read and understand these Official Rules and agree to be bound by and acknowledge compliance with these Official Rules including, without limitation, eligibility requirements and by the decisions of Sponsor. FAILURE TO COMPLY WITH THESE OR ANY OTHER OFFICIAL RULES WILL RESULT IN DISQUALIFICATION. All decisions of Sponsor are final and binding on all matters relating to this Giveaway.

7.4. Disqualification. The Sponsor reserves the right to disqualify any Contestant at any time as determined in the Sponsor's sole discretion, should such person at any stage of the Giveaway: (a) fail to comply with these Official Rules; (b) supply any untruthful, inaccurate or misleading personal details and information; (c) refuse or fail to provide proof of identity and/or eligibility if requested by the Sponsor at any time; (d) use technology to gain an unfair advantage over any other Contestant; (e) engage in unlawful conduct or misconduct, including without limitation, harming or threatening to harm any other Contestant or Patrons' personnel, exercising violent behavior, or potential or actual cheating; and (f) purposely impede the work of Patrons and/or the implementation of the Giveaway. The disqualification of a Contestant shall be final and not subject to appeal or review for any reason whatsoever.

7.5. Construction of Official Rules. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of the Sponsor. Neither the Patrons nor anyone acting on their behalf will enter into any communications with any Contestant regarding this Giveaway, except as expressly set forth in these Official Rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any

provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The headings of the paragraphs in these Official Rules are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of the Sponsor, the scope of these Official Rules, or the intent of any paragraph hereof. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor is not responsible for any electronic or typographical error in the printing or reproduction of these Official Rules, administration of the Giveaway or in the announcement of the prize. Proof of sending or submission will not be deemed to be proof of receipt by the Sponsor.

7.6. Termination Provisions. If the Sponsor is prevented from awarding any prize or continuing with the Giveaway as contemplated herein by any event beyond its control, including but not limited to: fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike; act of God or of a public enemy; riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), or order of any court, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event or occurrence), then (subject to any governmental approval, as may be required) the Sponsor shall have the right to modify, suspend, or terminate this Giveaway. If the Giveaway is terminated for a Force Majeure event before the designated Contest End Date, the Sponsor will (if possible) select the Winners from all eligible, non-suspect submissions for each contest city that are received as of the date of the event giving rise to the termination. If, for any reason, the Giveaway is not capable of running as planned for any cause which reasonably is beyond the control of the Sponsor and which corrupts or affects the operation, administration, security, fairness, integrity, or proper conduct of this Giveaway, the Sponsor may, in its sole discretion, (i) void any suspect entry or (ii) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules up to the time of the impairment. Notwithstanding the foregoing, the Sponsor reserves the right to suspend, modify, or cancel this Giveaway at any time without notice or obligation. If such cancellation, termination, modification or suspension occurs, the Sponsor will make a commercially reasonable effort to post notice of such on the Website.

7.7. Identity Conflicts or Disputes. In the event of a dispute as to the identity of a Contestant, the authorized account holder of the email address or telephone line that is referenced in connection with the Entry Form will be deemed to be the registrant or participant. The "authorized account holder" is the natural person assigned a telephone number by a telephone company or wireless carrier, or an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. A Contestant may be required to show proof of being the authorized account holder.

7.8. Arbitration Provision. By participating in this Giveaway, each Contestant agrees that any claim, dispute, or controversy (whether in contract, tort, otherwise) that it may have with, or claims it may have against, Sponsor or the Patrons arising out of, relating to, or connected in any way with the Giveaway, the awarding or redemption of the prize or merchandise, or the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by private, final and binding arbitration administered by the National Arbitration

Forum (“Forum”) and conducted before a sole arbitrator pursuant to the Forum’s Code of Procedure. Further, each Contestant agrees that: (a) This arbitration agreement is made pursuant to and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (b) the arbitration shall be held in Los Angeles County, State of California, or at such other location as may be mutually agreed by the Contestant and Sponsor/Patron; (c) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Contestant may have entered into in connection with the Giveaway; (d) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Contestant’s and/or Sponsor’s individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (f) the arbitrator shall not have the power to award punitive damages against the Contestant, Sponsor or Patrons. Moreover, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Code of Procedure established by the Forum, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. For more information on the Forum and/or the Forum’s Code of Procedure, please visit its website at www.arb-forum.com or contact the Forum at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, 877-655-7755.

7.9. Choice of Law. Subject to Paragraph 7.8, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the parties in connection with the Giveaway shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to choice of law or conflicts of laws principles under Florida law.

8. Releases; Indemnification. By participating in this Giveaway, each Contestant releases the Sponsor, as well as the Patrons, and partners, stockholders, affiliates, subsidiaries, directors, officers, agents, employees, advertising agencies, suppliers, and all others associated with the development and execution of the Giveaway from and against any and all liability, claims or actions of any kind whatsoever in connection with Contestant’s participation, or in the receipt, possession, ownership or use of any prize awarded in connection with the Giveaway, or while traveling to or from any Giveaway event, Secret Spot exploration, and/or participating in any prize-related activity with respect to or in any way arising from the Giveaway and/or acceptance or use of any prize, including, without limitation, liability for personal injury, damages or loss.

8.1. Release of Claims (General). Each Contestant agrees to (i) indemnify and hold the Sponsor and the Patrons, harmless from any and all liability resulting or arising from the Giveaway, and (ii) release all rights to bring any claim, action or proceeding against the Patrons. All Contestants hereby acknowledge that the Patrons have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties provided exclusively by any prize supplier that may accompany a prize. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply.

8.2. Release of Claims (Florida). Each Contestant acknowledges that there is a possibility that,

subsequent to his/her involvement with the Giveaway and adherence to this Official rules s/he may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by her/him at that time may have materially affected his/her decision to participate in the Giveaway. Such Contestants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, s/he is assuming any risk of such unknown facts and such unknown and unsuspected claims. Such Contestants acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

8.3. Full Release. Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Such Contestants knowingly and voluntarily waive any statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver s/he would not have been permitted to participate in the Giveaway or compete for or receive a prize. Such Contestants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

9. Publicity Release/Privacy. Except as otherwise stated in these Official Rules, personal information collected in connection with this Giveaway will be used in accordance with the privacy policy found on the Website and with the consent given by a Contestant at the time of entry. Unless indicated by the Sponsor to the contrary, any communication or information transmitted to the Sponsor and/or the Website, whether by electronic mail or otherwise, is and will be treated as non-confidential and nonproprietary. IF YOU DO NOT WANT YOUR PERSONAL INFORMATION USED IN THE MANNER DESCRIBE HEREIN, DO NOT ENTER THIS GIVEAWAY.

10. Further Documentation. If the Sponsor shall desire to secure additional assignments, certificates or other documents as the Sponsor may reasonably require in order to effectuate the purposes and intents of **these** Official Rules and the Giveaway, then each Contestant agrees to promptly sign and deliver to the Sponsor the same upon the Sponsor's request therefore.

11. Winner's Disclosure. For the name of the winner, available at the conclusion of the Giveaway, visit the Website or, to obtain the name of the Giveaway winner after random drawing, send a self-addressed, stamped envelope marked "Winner" by July 31, **2011**, to the address indicated in Paragraph 12, below, Attn.: Contest Services – **Certificate** Giveaway.

12. Administrator and Sponsor. The administrator and sponsor of this Giveaway is Susan Kiley and/or Wayne Paul, Bay Breeze Patio, 32 Forest Shore **Drive**, Miramar Beach, FL 32550.

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