

## **BIAW BRACKET BATTLE**

### **OFFICIAL RULES, TERMS, AND CONDITIONS**

#### **1. NO PURCHASE NECESSARY TO ENTER OR WIN.**

2. New for 2024, Builder, Associate, and Affiliate members of the Building Industry Association of Washington (BIAW) can participate in a special competition to recruit new members this spring between February 1 and May 31.

Goal: The goal of the competition is to recruit as many new members (Builder and Associate members only) as possible during the spring for a chance to win prizes!

#### **3. ELIGIBILITY:**

The BIAW Bracket Battle is open to all Builder Members, Associate Members, and Affiliate Members of at least one BIAW Local Association in good standing with an active National Association of Home Builders (“NAHB”) membership (hereafter referred to as an “Eligible Competing Member”).

If, however, any such individual Member is on the staff of BIAW or a local affiliated organization (employed, contracted, volunteer, or otherwise), such individual Member shall not be an Eligible Competing Member. Void where prohibited.

Please ensure you meet the requirements for this competition:

- I am a Builder Member, Associate Member, or Affiliate Member.
- I am not on the staff of a state or local affiliated organization (employed, contracted, volunteer, or otherwise).
- I am a member in good standing with BIAW and NAHB.
- I am aware that a qualifying new Builder and Associate memberships sponsored by the Eligible Competing Member must become an NAHB member on or before May 31, 2024.
- I am aware that I must use my own personal efforts via mailings, telephone calls, electronic media, face-to-face meetings, or other similar contacts, to recruit new Builder Members and Associate Members.

#### **4. HOW TO ENTER:**

Beginning on January 29, 2024, through March 5, 2024, follow the on-screen instructions for the BIAW Bracket Battle at <https://www.biaw.com/biaw-bracket-battle/>. Eligible Competing Members may register themselves at the link above, or a local staff member of a BIAW Local Association may also register an Eligible Competing Member at the link above. If the Eligible Competing Member is registered by a local staff member the Eligible Competing Member must be provided with these terms and conditions.

#### **5. DATES OF THE BATTLE:**

The BIAW Bracket Battle will occur from February 1, 2024, through May 31, 2024.

## 6. PRIZES

### **First Place – Grand Prize: Airfare and Hotel for the 2025 International Builder Show. One (1) Grand Prize will be awarded.**

The Grand Prize is for one (1) winner and one (1) travel companion and will consist of the following:

- Round-trip coach air transportation for two (2) people, from the major city airport nearest to the Grand Prize Winner's residence (Sponsor choice) to Las Vegas, Nevada;
- Four (4) night's accommodation in either a "King" or "Two Queen" room at the Washington assigned Las Vegas hotel as set by NAHB for the duration of NAHB's 2025 International Builder Show ("IBS").

Estimated total prize value: \$2,210.

The winner must be able to redeem the Grand Prize between February 25-27, 2025 for the 2025 IBS. If the winner is not able to redeem the Grand Prize during this time the prize will be forfeited and no alternative prize will be awarded.

Any expenses not specifically mentioned above as part of the Grand Prize shall be the sole responsibility of the winner. The Grand Prize does not include any expenses related to meals, pre- and post-travel arrangements, hotel incidentals (including but not limited to phone, laundry, spa treatments, etc.), gratuities, or any applicable taxes, which are the sole responsibility of the winner. All components of the prize must be taken together. Any portion of the Grand Prize not accepted or redeemed by the Winner will be forfeited and is non-transferable and not for re-sale.

The winner and travel companion must travel on the same itinerary. Travel companions must be over the age of majority in Washington State at the time of travel. The winner and travel companion are responsible for all necessary travel documents.

The Sponsor reserves the right to substitute prizes in whole or in part with a prize of equal or greater value in the event a prize is not reasonably available at its discretion.

All elements of the Grand Prize are non-transferable, non-exchangeable, not for re-sale, and non-refundable. The Grand Prize winner is not entitled to receive any payment for any possible difference between the actual value of the Grand Prize and their estimated values. The Grand Prize must be accepted as awarded. No cash alternatives, substitutions, or transfers of the Grand Prize will be allowed.

In the event that there are government regulations restricting gatherings or travel at the time of the Travel Period, the Sponsor will make best efforts to coordinate a rescheduled date for the events with the Winner. If the Sponsors are unable to reschedule and provide the Prize because of such regulations or related circumstances beyond their control, then the Prize shall be deemed fulfilled and will not be substituted, except at the sole discretion of the Sponsor. Costs associated with any required COVID-19 testing or quarantine are at the expense of the Winner.

## **Runner-Up – Washington Winery Experience for Two (2)**

The Runner-Up Prize is for one (1) and one (1) travel companion and will consist of the following:

- A seven (7) hour, four (4) winery tour hosted by Bon Viviant Wine Tours;
- Tasting fees at each of the four (4) wineries;
- Lunch at one (1) winery.

Estimated total prize value: \$840.

The winner must be able to redeem the Runner-Up Prize between July and October 2024. If the winner is not able to redeem the Runner-Up Prize during this time the prize will be forfeited and no alternative prize will be awarded.

Any expenses not specifically mentioned above as part of the Runner-Up Prize shall be the sole responsibility of the winner. The Runner-Up Prize does not include any expenses related to purchasing bottles of wine, pre- and post-travel arrangements, gratuities, or any applicable taxes, which are the sole responsibility of the winner. All components of the prize must be taken together. Any portion of the Runner-Up Prize not accepted or redeemed by the Winner will be forfeited and is non-transferable and not for re-sale.

The winner and travel companion must tour on the same wine tour itinerary. Travel companions must be 21 or older at the time of tour. The winner and travel companion are responsible for all necessary identification showing that they are 21 or older.

The Sponsor reserves the right to substitute prizes in whole or in part with a prize of equal or greater value in the event a prize is not reasonably available at its discretion.

All elements of the Runner-Up Prize are non-transferable, non-exchangeable, not for re-sale, and non-refundable. The Runner-Up Prize winner is not entitled to receive any payment for any possible difference between the actual value of the Runner-Up Prize and their estimated values. The Runner-Up Prize must be accepted as awarded. No cash alternatives, substitutions, or transfers of the Runner-Up Prize will be allowed.

In the event that there are government regulations restricting gatherings or travel at the time of the Travel Period, the Sponsor will make best efforts to coordinate a rescheduled date for the events with the Winner. If the Sponsors are unable to reschedule and provide the Prize because of such regulations or related circumstances beyond their control, then the Prize shall be deemed fulfilled and will not be substituted, except in the sole discretion of the Sponsor. Costs associated with any required COVID-19 testing or quarantine are at the expense of the Winner.

## **Third & Fourth Place - \$200 Gift Card of Choice**

Both third and fourth-place prizes are a \$200 gift card of choice.

Total Prize value: \$200.

Sponsor reserves the right to not purchase the gift card requested by the Winner and request an alternative gift card be requested. The Sponsor reserves the right to substitute prizes in whole or in part with a prize of equal or greater value in the event a prize is not reasonably available at its discretion. The prizes are non-transferable, non-exchangeable, not for re-sale, and non-refundable. The Prize winner is not entitled to receive any payment for any possible difference between the actual value of the Prize and their estimated values. The Prize must be accepted as awarded. No cash alternatives, substitutions, or transfers of the Prize will be allowed.

### **Bonus Points Winner(s) - \$100 Gift Card of Choice**

Bonus Points Winners Prizes are \$100 gift card(s) of choice per bonus point incurred.

Total Prize value: \$100.

Sponsor reserves the right to not purchase the gift card proposed and request an alternative gift card be proposed. The Sponsor reserves the right to substitute prizes in whole or in part with a prize of equal or greater value in the event a prize is not reasonably available at its discretion. The prizes are non-transferable, non-exchangeable, not for re-sale, and non-refundable. The Prize winner is not entitled to receive any payment for any possible difference between the actual value of the Prize and their estimated value. The Prize must be accepted as awarded. No cash alternatives, substitutions, or transfers of the Prize will be allowed.

**All Eligible Competing Members, as well as all Members not competing in the bracket battle, obtaining a minimum of five (5) spike points will be invited to an exclusive recruiter reception at the 2025 International Builders Show.**

**BIAW Local Associations will earn cash prizes based on the overall percentage increase in new members during the BIAW Bracket Battle. 0.1% Net Gain will result in a \$25 cash prize to the Local Association, or stated differently, \$25 for each new member. The cash prizes to the Local Associations are capped at 5% growth for a total of \$1,250, or 50 new members.**

If a potential winner is disqualified for any reason or chooses not to accept their prize, the Sponsor will award the applicable prize to an alternate winner, determined by the next individual with the next highest points for the appropriate prize level.

### **7. LIST OF WINNERS:**

Winners will be announced by BIAW on or before July 1, 2024, and must sign eligibility waiver to win.

All Eligible Competing Members will be notified of the winners by email after confirmation has been received from the Winners.

## **8. SPONSOR:**

Building Industry Association of Washington, 300 Deschutes Way SW, Tumwater WA 98501.

BIAW Staff Contact: Raelle Vitali, [raellev@biaw.com](mailto:raellev@biaw.com).

## **9. RULES:**

Upon the close of the eligible sign-up period, BIAW will place Eligible Competing Members in a randomized bracket, and members will be pitted against their bracketed member. The highest point score will advance each month.

Scoring:

One Point: Eligible Competing Member receives one point for each new Builder and Associate member recruited. A Builder Member or Associate Member must become a member of a BIAW Local Association as well as NAHB to qualify.

Three-pointer: Score a three-pointer by encouraging your new member recruit to complete an ROII inquiry form and health insurance quote.

Eligible Competing Members receive a base point for the new member, a point for the new member joining ROII, and a third point for the new member joining BIAW's health insurance program. The recruited new member must be successfully enrolled in each program by May 31 for recruiters to receive bonus point payouts.

Jump ball: If there is a tie at the end of the Bracketed month, BIAW will look at bonus points or total recruits in the previous month to determine who advances. BIAW will notify the tied Eligible Competing Members of its choice who will advance as soon as possible after the decision has been made.

Live Tracking Note: Due to NAHB reporting delays, "live tracking" will lag by approximately two weeks, so recruiters should aim for monthly excellence.

No Point Combining: Participants may not combine points with other participants.

## **10. ODDS OF WINNING**

A purchase or payment of any kind will not increase your chances of winning. The odds of winning are tied to chance.

## **11. GEOGRAPHIC LIMITATIONS**

The BIAW Bracket Battle is limited to the state of Washington.

## **12. PUBLICITY**

All Eligible Competing Members hereby irrevocably permit, authorize, grant, and license BIAW and its affiliates, successors, and assigns, and the employees, officers, directors, and agents of each and all of them ("Authorized Persons"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use, all Eligible Competing Members name, image, likeness, appearance, professional and personal biographical information, and all materials created by or on behalf of BIAW that incorporate any of the BIAW Bracket Battle in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of BIAW and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me.

Any Eligible Competing Member that does not wish to have their photograph or likeness shared via BIAW's website, magazine, and social media must contact Raelle Vitali via email at [raellev@biaw.com](mailto:raellev@biaw.com) within ten (10) days of registering for the BIAW Bracket Battle.

## **13. TAXES**

All Winners who accept their Prize are responsible for their own Federal taxes, and will receive a 1099-MISC from BIAW.

## **14. LIMITATION OF LIABILITY**

By entering the Bracket, Eligible Competing Member waives all right to, and hold BIAW harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this Bracket Battle or the acceptance, use, or misuse of any prize.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

BIAW will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this sweepstakes; by any human error which may occur in the processing of the entries in this sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the sweepstakes, or announcement of the prize[s].

## **15. CHOICE OF LAW AND FORUM**

Eligible Competing Member agrees that all matters arising out of or relating to this Battle and these Official Rules are governed by, and construed in accordance with, the laws of Washington, without giving effect to any of its conflict of laws provisions thereof. Eligible Competing Member further agrees that any legal suit, action, or proceeding arising out of or relating to this Battle and these official rules shall be brought exclusively in the applicable federal or state courts located in Olympia, Washington.