

## **2009 BWS EXTREME Xeriscape Garden Makeover Contest Rules & Guidelines**

### **Important Dates:**

1. Entry forms will be accepted on Saturday, August 1, 2009 from 9am-3pm at the Halawa Xeriscape Garden Open House and Plant Sale.
2. Only one entry per address will be permitted.
3. The Grand Prize winner will be announced on September 1, 2009.
4. The Grand Prize winner's new Extreme Xeriscape front yard will be installed anytime between approximately October 2009 and December 2009.
5. The Grand Prize winner's new Extreme Xeriscape front yard will be unveiled in December 2009.
6. The Grand Prize winner's new Extreme Xeriscape front yard will be maintained from December 2009 through November 2010.

### **Prizes:**

7. The BWS will award one Grand Prize in this contest.
8. The contest prize is not exchangeable, transferable or payable in cash.
9. The Grand Prize consists of an Extreme Xeriscape Garden front-yard re-landscaping professionally designed and installed by a licensed landscape designer/contractor.
  - BWS partners include landscape designer/contractor, companies that provide hardscape such as irrigation equipment, and organizations that provide plants and soil.
  - The Grand Prize consists of installation of landscape and hardscape in the winner's front yard only. The BWS will have no obligation to provide side- or backyard landscape or hardscape or to provide any other services not listed in these Rules or the contest flyer. The area of the winner's front yard to be landscaped will not exceed a total of 3,000 square feet.
  - A random drawing will be held to select twenty (20) semi-finalists from all eligible entries submitted by August 1, 2009. Subject to these Rules, the Grand Prize winner will be selected from this pool. After the drawing, BWS staff will verify that the semi-finalists meet all eligibility requirements listed in these Rules. Semi-finalists will be notified of their selection and will be required to submit additional information requested by the BWS, including but not limited to, a copy of applicable Covenants, Conditions & Restrictions ("CC&Rs") and contact information for a regulating homeowners association or similar board. Any selected semi-finalist who fails to return the requested information within the specified time will be deemed ineligible for the Grand Prize Drawing.
  - Semi-finalists that satisfy all of the requirements provided in these Rules and Guidelines, including submission of the requested additional information by the

specified date, will be deemed qualified to be eligible for the final selection process for the Grand Prize winner.

- A selection committee will review qualifying semi-finalist's property to determine if it meets the site selection criteria developed by the BWS. The BWS will conduct these site inspections, in the order in which the semi-finalists names were randomly drawn, until an eligible entrant is found. The first eligible entrant will be named the Grand Prize Winner.
- If the first twenty (20) semi-finalists all fail to meet the site selection criteria, BWS will hold another random drawing to select a second pool of twenty (20) semi-finalists. The BWS will follow all of the procedures outlined above to determine if any of the selected entrants in the second pool qualify for the Grand Prize award. If necessary, this process will be repeated until a Grand Prize Winner is selected.

10. All contest entrants and winners must be customers of the Honolulu Board of Water Supply.
11. Directors, officers, employees or consultants of BWS, and their immediate family members, are not eligible to participate in the Extreme Xeriscape Garden Makeover Contest.
12. Entrants must complete an entry form to be eligible to win.
13. By submitting an entry form, all entrants agree to comply with these Rules as a condition of being awarded.

#### **Grand Prize Eligibility Rules:**

14. The selected winner must own and occupy the selected property on which the Extreme Xeriscape Garden Makeover will be installed.
15. The selected Grand Prize winner must sign a consent and waiver of liability provided by BWS and agree to allow BWS to publish photographs and testimonials of the winner, other occupants of the home, and "before and after" photos of the re-landscaped front yard in any future BWS promotions and advertisements.
16. The selected Grand Prize winner must have no negative prior history with BWS or contest partners (for example, legal action by or against BWS in which the winner was found to be at fault or delinquent bills for water service).
17. The selected Grand Prize winner will be judged ineligible for final award of the prize if his or her property is subject to CC&Rs, homeowners' association rules and regulations, or any other local laws, ordinances, rules or regulations of any legally-authorized body that has land use authority over the property and which prohibit the prospective Grand Prize winner from being able to install any element of the Extreme Xeriscape Garden Makeover plan or to otherwise comply with any of these Rules.
18. The Grand Prize winner must allow BWS and its contracting partners to complete all work on the garden makeover plan within the time frame determined by the lead contractor and BWS staff. The winner may request rescheduling of any planned work, but the lead contractor and BWS staff will have sole discretion to grant or deny

such a request and all such decisions will be final without further recourse by the winner.

19. BWS maintains the right to install a water metering device on the Grand Prize Winner's property where the Extreme Xeriscape Garden Makeover will be installed, if one is not already present. This might be an actual water meter as part of the meter retrofit program or a flow meter installed on a dedicated irrigation line. If the Grand Prize Winner is required to install a water meter or activate an installed, unused meter, he or she agrees to receive all future water service at a metered rate, if BWS has adopted and bills for service using such rates, and to comply with all of BWS's rules and regulations concerning metered water service.
20. The Grand Prize winner must allow a landscape maintenance contractor designated by BWS to perform regular maintenance on his or her yard for one year after its December 2009 unveiling. The winner must also agree to the posting of one sign of a maximum 2' x 2' size for one year to advertise the services of the contractor providing the landscape maintenance. Maintenance for this one year period will be limited to the front yard only and will include: occasional trimming and pruning of plants, bushes and trees; removal of weeds as necessary; and quarterly inspection and adjustment of the irrigation system. The Grand Prize winner and the landscape maintenance contractor will execute a binding agreement for the one-year landscape maintenance services.
21. Upon conclusion of the contest and the one-year service maintenance agreement except as may otherwise be provided in these Rules, the Grand Prize winner will be solely responsible for the care and maintenance of his or her re-landscaped front yard, including without limitation any and all necessary normal maintenance, plant replacement, and hardscape repairs. For example, the winner's responsibilities may include replacing plants or trees that fail to flourish, or performing repairs to irrigation system components.

**Assumption of Liability and Indemnification:**

23. The winner must agree to assume all risks connected to or arising from their acceptance and use of the prize received, including any operations by BWS and its directors, officers, employees, contractors, agents and volunteers on the property where the prize is received, installed and used. The prize winners, at his or her sole cost and expense, will procure and maintain on the property liability and property damage insurance sufficient in each winner's judgment to protect his or her property from any risks connected to or arising from the receipt, installation and use of that winner's prize. To the fullest extent permitted by law, the prize winner will indemnify, defend, protect and hold harmless BWS and its directors, officers, employees, contractors, agents and volunteers from and against any and all suits, legal and administrative actions, judgments, liability, loss, claim, damage, expense, penalties, and costs (including but not limited to attorney fees, expert witness fees and costs, and litigation costs) of every nature or kind arising out of or in connection with any use, activities, operations or performance connected to or arising from the Extreme Xeriscape Garden Makeover Contest and the winner's receipt, installation and use of any prize received thereunder, except that no indemnity will be required for any acts resulting from the sole negligence or willful misconduct of BWS, and its directors, officers, employees, contractors, agents and volunteers.