

# Contest Rules

## **CONTEST ADMINISTRATOR:**

TXI Expanded Shale & Clay, 2901 W. Sam Houston Parkway North, Ste. E-300, Houston, TX 77043, a business unit of TXI Operations, LP (the "Sponsor").

## **OBJECTIVE OF CONTEST:**

To find a name to be used for our internal curing process using rotary kiln lightweight aggregate. The first 100 participants will get a \$20.00 gift card and the participant, who has entered the winning name, will win the grand prize, a \$1,000.00 gift card. The Sponsor and/or their designated Judge will select the winning name. This is not a game of chance. TXI Employees are not eligible to enter.

## **PRIZES OF CONTEST:**

The first 100 participants to submit entries to be received by TXI will get a \$20.00 gift card. One gift card per participant will be mailed to the mailing address submitted with the entry, and the participant who has entered the winning name will win the grand prize, a \$1,000.00 gift card. Federal, state and local tax liability, shipping and any other expenses are the sole responsibility of prizewinners. Winners agree to provide Sponsor all information needed to provide a 1099 prior to any prize being awarded. Void where restricted and prohibited. Prizes are non-transferable, non-assignable and non-exchangeable. All prizes are not redeemable in cash and must be accepted as awarded.

## **DESCRIPTION OF PROCESS TO BE NAMED:**

Internal Curing is the process by which water is provided from within the concrete to continue cement hydration and avoid the internal stresses caused by self-desiccation. The primary way to accomplish internal curing is the addition of saturated lightweight aggregate as a constituent of the concrete during the mixing process. Internal curing is important because of the increased use of low water to cement ratio mixes combined with more supplemental cementitious materials. This results in a higher density, less permeable concrete. These mixes are prone to early age cracking, and are difficult to cure from the outside in.

## **WHAT THE SPONSOR IS LOOKING FOR IN A NAME:**

The name should uniquely suggest, identify or highlight the ability of pre-hydrated lightweight aggregate to provide Internal Curing in concrete.

The name cannot be owned by any other party under Copyright or Trade Mark, and may not be used to identify another product in the construction materials industry.

## **HOW TO ENTER:**

The Contest will begin September 7, 2009 and end on September 30, 2009. All entries received before the contest starts or after the contest ends will not be considered for the prizes. Incomplete entries will be disqualified. All entries and information shall become the property of Sponsor, including names submitted on entries that were not considered for prizes due to timeliness, incompleteness, or improper delivery. The Sponsor or any of its affiliates are not responsible for lost, misdirected or delayed entries. Entries received other than supplied through the web site [www.txiesc.com](http://www.txiesc.com), will not be accepted. Exclusions of entries include but not limited to submission by telephone, fax, courier or personal delivery.

## **WHEN WILL WINNERS BE NOTIFIED AND HOW:**

Contest winners will be notified by email from which they entered the contest, on or before January 31, 2010. Announcement of winners may also be place on our website @ [www.txiesc.com](http://www.txiesc.com).

**ELIGIBILITY:**

Subject to the additional restrictions under "RULES", Name Our Product Contest (the "Contest") is open to residents of the 50 United States and the District of Columbia who are eighteen years of age or older at the time of entry.

**CONSENT TO PUBLICITY AND RELEASE; TRANSFER OF RIGHTS:**

By entering the Contest, you are agreeing to give the Sponsor consent to the use your name, likeness and provided information for publicity purposes without further compensation, unless prohibited by law. All entrants agree to release and hold harmless the Sponsor, Employees, and their immediate family, partners, employees, subsidiaries, agents, representatives, and affiliates from any and all claims of any kind arising directly or indirectly from the Contest, from any Contest prize, or from any publicity about the Contest.

By entering the Contest, you agree to comply with all of the terms and conditions mentioned herein. Noncompliance with any entry procedure will result in disqualification. Furthermore, if there is any suspected evidence of tampering or corruption or if the Contest is compromised by virus, bugs, or any unauthorized human intervention or any other causes beyond the control of the Employees, Sponsors, Agents or immediate relatives of Sponsor or any other person or group involved which corrupts or impairs the administration, security, or fairness of the Contest, TXI Expanded Shale and Clay reserves the right to disqualify any entrant deemed responsible for such corruption, suspend and/or terminate the Contest and select winners from the entries received up to the time of such termination or suspension. If the Contest is terminated prior to the Contest period, notice will be posted at the website.

By submitting a name to the Contest, you affirm that no one else owns or controls use of the name, and you hereby transfer and assign all rights in that name for purposes of trademark, copyright, or any other legal rights, to the Sponsor, for all regions, nations, time, and purposes. You agree that the transfer includes an assignment of all your rights in the name, which will be exclusively owned by Sponsor after you enter it in the Contest, and you will have no continuing right to use, transfer, license or assign the name after it has been entered in the Contest. If you are the winning entry, you agree to sign additional documents if requested by the Sponsor to show that this transfer of rights has already occurred. You agree that the Sponsor may assign or license its rights in the name to its parent company, affiliates, or to any other person or entity, and that its use of the name will not be limited to the product or process being named in this Contest.

**GENERAL CONDITIONS:**

To be eligible for participation in the Contest, entries must agree to this CONTEST RULES FOR NAMING, and complete a NAME OUR PROCESS entry form after DATE and prior to DATE, through [www.txiesc.com](http://www.txiesc.com).

The prize is not redeemable in cash and must be accepted as awarded.

In the event that two or more individuals submit the winning name, the entry that is received first and recorded at [www.txiesc.com](http://www.txiesc.com) will be the winning entry.

All decisions of the Sponsor are final - no substitutions will be available.

In accepting the prize, the winner, and any guest(s), acknowledges that Sponsor may not be held liable for any loss, damages or injury associated with accepting or using this prize(s).

This contest is subject to all federal, provincial and municipal laws, and is prohibited as subject to such laws.

The Sponsor reserves the right to withdraw or terminate this contest at any time without prior notice.

All entries and information become property of Sponsor and none will be returned.

Sponsor will not be responsible for incomplete, lost, late, misdirected or unreadable entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with

sender or Sponsor. In the event of a dispute, all entries will be deemed to have been submitted by the owner of the email account from which they were sent. For these purposes, an email account holder shall mean the natural person assigned to such email account by the Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with such email account. Any questions regarding the number of entries submitted or the owner of an email account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest. Sponsor reserves the right to disqualify any entry that does not comply with these rules, that is alleged to infringe on any third party's intellectual property rights, or that Sponsor deems obscene, offensive, or otherwise inappropriate for viewing by a general audience. By submitting any information in this contest, you agree to be bound by all of the terms and conditions of these Official Rules, including the grant of rights. If you do not agree with these terms and conditions, do not submit an entry. By submitting an entry, all contestants agree to all the rules of the contest.