## Champion Windows and Home Exteriors \$50,000 2022 Giveaway OFFICIAL RULES

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Champion Windows and Home Exteriors \$50,000 2022 Giveaway ("Giveaway") begins on February 1, 2022 at 12:01 a.m. Eastern Time ("ET") and ends on January 31, 2023 at 11:59 p.m. ET ("Giveaway Period"). The time shall be determined by Sponsor's timekeeping systems. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Giveaway.

Subject to the additional restrictions below, the Giveaway open only to (i) legal residents of the United States and D.C., <u>excluding residents of the States of Florida and New York</u>; (ii) who are at least 18 years old and the age of majority in their jurisdiction of residence as of date of entry; and (iii) that reside in an area serviced by Sponsor at the time of the award of the prize. Void wherever prohibited by law. To determine if you reside in an area serviced by Sponsor (which may be subject to change during the Sweepstakes Period), visit <a href="www.championwindow.com/FindAChampion">www.championwindow.com/FindAChampion</a>, and enter you zip code to find a showroom nearest you. Employees of Champion Window Manufacturing and Supply Co., LLC ("Sponsor") and its affiliated companies, subsidiaries, advertising and promotional agencies, prize suppliers, including any vendors providing services in connection with this Giveaway (collectively, the "Sponsor Affiliates") and the immediate family members (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of Sponsor or Sponsor Affiliates are not eligible to enter or win. By participating, entrants agree to be bound by the Official Rules and the decisions of Sponsor. Decisions of the Sponsor are final on all matters.

**TO ENTER:** There are two ways to enter the Giveaway during the Giveaway Period:

1. You may enter the Giveaway by completing all of the required information on the official entry form (including, but not limited to, name, address, phone number, and email address) in-person at a trade show or event at which Sponsor is hosting a booth/table;

OR

2. You may enter the Giveaway by visiting the Giveaway official registration page at <a href="https://www.ChampionMakeover.com">www.ChampionMakeover.com</a> (the "Website") and completing all of the required information (including, but not limited to, name, address, phone number, and email address) and following all posted instructions. By participating in the Giveaway, you agree to be bound by Sponsor's <a href="https://www.championMakeover.com">Terms of Use</a> and <a href="https://www.championMakeover.com">Privacy Policy</a>, which are hereby incorporated by reference.

Maximum one (1) entry per person per address, regardless of the method of entry.

The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's

disqualification. Incomplete, forged, automated, lost, late, misdirected, illegible, or postage-due entries will be disqualified. Sponsor will not be responsible 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, Sponsor, or Sponsor's Giveaway application service provider. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the by the authorized account holder of the e-mail account identified on the online entry form. The authorized account holder is deemed to be the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

All entries become property of Sponsor and none will be returned. 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 who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Giveaway.

WINNER SELECTION: On or about February 15, 2023, Sponsor will conduct one (1) random drawing from among all entries submitted for each zip code serviced by Sponsor (a "Division"). Sponsor will then select one (1) semi-finalist from each Division. A minimum of forty-four (44) semi-finalists, subject to verification of eligibility and compliance with these Official Rules, will be selected. In the event Sponsor adds additional Divisions during the Sweepstakes Period, the number of semi-finalists will increase accordingly. A maximum of fifty (52) semi-finalists, subject to verification of eligibility and compliance with these Official Rules, will be selected.

The odds of being selected as a semi-finalist will vary based on the number of entries received.

Thereafter, on or about February 28, 2023, Sponsor will conduct one (1) random drawing from among the selected semi-finalists to determine the Grand Prize winner.

Odds of being selected as the Grand Prize will be a minimum 1:44 and a maximum of 1:52.

**GRAND PRIZE:** One (1) Grand Prize winner will receive Fifty Thousand Dollars (\$50,000) worth of Champion Windows and Home Exteriors products. The Prize will consist of a selection of the following, as agreed upon between the Prize Winner and Sponsor: windows, sunrooms, siding, or entry doors, plus any labor and installation for such products.

Maximum Retail Value of Prize: \$50,000

A winner may waive the right to receive a prize. Prizes consist of only those items specifically listed as part of the prize. Grand Prize must be redeemed for new product selections and cannot be applied to previous purchases from Sponsor. Any costs associated with acceptance and use of the prize not specifically mentioned herein are the sole responsibility of the winner. No substitution or transfer/assignment of prize by winner permitted. Prizes cannot be redeemed for cash. Prize winner will not receive the difference (if any) between actual and estimated retail value of prizes. In the event prize selections do not meet the maximum retail value of the prize, winner will not

receive the difference in value. Prize selections must be completed by June 30, 2023. Sponsor reserves the right to substitute any prize with a prize of equal or greater value in its sole discretion. Prizes and individual components of prize packages are subject to availability. If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these rules, Sponsor will determine the winner by random draw from among the disputed/claimed winners. Under no circumstances will more than the advertised number of prizes be awarded. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Federal, state, and local taxes on prizes, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law.

WINNER NOTIFICATION AND RELEASES: On or around February 15, 2023, Sponsor shall notify the semi-finalists. On or about February 28, 2023, Sponsor shall notify the one (1) potential Grand Prize winner. The potential semi-finalists and Grand Prize winner will be contacted via telephone. Potential semi-finalists and Grand Prize winner must respond to Sponsor's first attempt to contact him or her within seven (7) business days. If a potential semi-finalist or winner does not respond within the allotted time, he or she will be disqualified and the semi-finalist berth or prize (as applicable) will be awarded to an alternate winner as determined by a random drawing from among the remaining eligible entries. The potential semi-finalists and Grand Prize winner may be asked to provide confirmation of eligibility and that he or she is a semi-finalist or winner. Each potential semi-finalist or winner may be required, in Sponsor's sole discretion, to complete and return an Affidavit of Eligibility, a scan or photo of legal ID, Release of Liability and/or, if legally permissible, a Publicity Release and also to have any companion(s) that will participate in the prize activities, if applicable, return the same documentation before claiming semi-finalist berth, the prize, or being allowed to participate in any prize activities. All forms must be postmarked within seven (7) days of the date on notification materials if return is requested via mail or forms must be completed before receipt of any semi-finalist berth or prize. Noncompliance within this time period and/or return of any prize/prize notification as undeliverable may result in disqualification and an alternate potential semi-finalist or potential winner may be selected by random drawing from all remaining eligible entries.

A PARTICIPANT IS NOT A SEMI-FINALIST OR WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

PUBLICITY AND MARKETING: Except where prohibited, submission of an entry constitutes permission to the Sponsor to use entrant's name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, social media handles and identities, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Giveaway (whether or not required), including without limitation mailing address, phone number, and email address, during entry constitutes permission for Sponsor to use entrant's personal information for purposes of administration of the Giveaway and for Sponsor to

add entrant to Sponsor's customer database and to contact entrant in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy (available at <a href="http://www.championwindow.com/privacy-policy/">http://www.championwindow.com/privacy-policy/</a>) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails). You understand that you are providing your information to Sponsor and the information you provide will only be used in accordance with Sponsor's Privacy Policy.

LIABILITY RELEASE & INDEMNIFICATION: By entering this Giveaway, you agree to release, discharge and hold harmless Sponsor, Sponsor Affiliates, and their respective directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in this Giveaway or any Giveaway-related activities (including, without limitation, any event attended as part of a prize) and the quality, acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by the entrant in connection with the Giveaway; any non-compliance by the entrant with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the entrant's involvement with the Giveaway; acceptance, possession, misuse or use of any prize or participation in any Giveaway-related activity or participation in this Giveaway; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any prize or winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Giveaway.

**LIMITATION OF LIABILITY:** BY PARTICIPATING IN THE GIVEAWAY, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVER YTHING REGARDING THIS GIVEAWAY, INCLUDING THE WEBSITE AND THE PRIZE, IS PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLESTEXTENT PERMITTED BY SUCH STATE LAW.) THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PROGRAMMING, TYPOGRAPHICAL, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR CODE ASSOCIATED WITH OR EMPLOYED IN THE GIVEAWAY: (2) TECHNICAL FAILURES KIND, INCLUDING, BUT NOT LIMITED TO INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE GIVEAWAY; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE GIVEAWAY, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; (5) LATE, LOST, DAMAGED, INCOMPLETE, ILLEGIBLE, FAULTY, OR INCORRECT TRANSMISSIONS OF ANY KIND; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE GIVEAWAY OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

PARTICIPANTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF RELEASED PARTIES OR ANY PART OF THE GIVEAWAY MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

**OTHER TERMS:** Sponsor reserves the right to cancel or modify the Giveaway or any portion of it for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Giveaway; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Giveaway as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. Any attempt to undermine the operation of this Giveaway is a violation of criminal & civil laws. Sponsor reserves the right to disqualify and/or seek damages from any individual making any such attempts to the full extent permitted by law.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW & JURISDICTION: EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS GIVEAWAY SHALL BE RESOLVED EXCLUSIVELY BY THE COURTS OF OHIO AND ANY CLAIMS, JUDGMENTS, OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS GIVEAWAY, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the Giveaway shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Ohio. The courts of Ohio shall be the exclusive forum for any dispute relating to these Official Rules and/or this Giveaway. All participants and winners agree, by their participation in the Giveaway, to submit to the personal jurisdiction of the courts of Ohio and waive the right to Giveaway jurisdiction.

**SEVERABILITY:** If any provision(s) of these Official Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**WINNERS LIST:** Sponsor will announce all winners on or about February 28, 2023 through Sponsor's Facebook Page. You may request a winners list from Sponsor in writing at the address below.

**SPONSOR:** Champion Window Manufacturing and Supply Co., LLC, 12121 Champion Way, Cincinnati, OH 45241.

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