## Taco Comfort Solutions "AHR Expo 2025" Promotion OFFICIAL RULES

## NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. CONTEST NOT AFFILIATED WITH ASHRAE OR AHR EXPO.

**ELIGIBILITY:** The AHR Expo 2025 Giveaway with Taco Comfort Solutions Sweepstakes ("Promotion") is a trade promotion open only to legal residents and business entities of the fifty (50) United States, and the District of Columbia who are eligible enrolled Contractors (as that term is defined in the Contractor Rewards Program rules) in the Contractor Rewards Program ("CRP") at time of entry (eligible "Entrant"). Individual Entrant's must be 18 years of age. Employees, officers, directors of Taco Comfort Solutions ("Sponsor"), BI WORLDWIDE ("Administrator"), their respective parent, subsidiaries and affiliated companies, agents, advertising/promotion agencies, individuals engaged in the development, production, or distribution of materials for, or implementation of the Promotion (collectively referred to herein as the "Promotion Entities"), and the immediate family members (spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to participate or win a prize. Void where prohibited or restricted by law.

**IMPORTANT NOTICE:** Entrants represent and warrant to the Sponsor and Administrator that (a) the Entrant is authorized on behalf of his/her employer to enroll in the Promotion, (b) Entrant has disclosed participation in the Promotion and will disclose receipt of rewards to Entrant's employer, and (c) any rewards received by Entrant are constructively received on behalf of Entrant's employer. Each Entrant also has the responsibility to review and understand their employer's policies and all applicable laws, rules and regulations (collectively "**Policies & Laws**") regarding eligibility to participate in trade promotions including this Promotion. If an Entrant is participating in violation of any Policies & Laws, that Entrant and Entrant's employer may be disqualified from this Promotion, or from receiving a prize. Sponsor and Administrator disclaim any and all liability and responsibility for disputes related to this matter.

By participating in the Promotion, each Entrant fully and unconditionally agrees to and accepts these Promotion rules ("**Official Rules**"), the information provided by Sponsor and Administrator in connection with the Promotion, and the decisions of the Sponsor and Administrator (and their authorized representatives) which are final and binding with respect to all matters pertaining to this Promotion and all elements of the Promotion arising at any time.

**PROMOTION PERIOD:** The Promotion begins on or about 12:00 AM Central Standard Time ("**CST**") on or about August 1, 2024 and ends at 11:59 PM PT on November 30, 2024 ("**Promotion Period**"). This Promotion consists of one (1) prize drawing. The Prize Sweepstakes which shall begin at 12:00 am CST on 8/1/24 and end at 11:59 pm CST on 11/30/24 (the applicable Sweepstakes "**Entry Period**"). The clock on the Administrator's server shall be the official time keeping device for this Promotion. All time referenced in connection with the Promotion is CST. Entrants are solely responsible for determining the corresponding time zone in their respective jurisdictions; Promotion Entities disclaim all liability or responsibility relating thereto. Non-winning eligible entries WILL carry over into subsequent Sweepstakes drawings during the Promotion Period.

**HOW TO PARTICIPATE:** Entrants who visit www.contractorrewards.com (the "Website") during the Promotion Period, upload an eligible invoice ("Invoice" or plural "invoice(s)) from participating Taco Comfort Solutions products will, subject to verification/eligibility, receive entries. An eligible invoice must clearly state and include the purchase made directly by Entrant of participating Taco Comfort Solution product(s) and such purchase must have been made during the Promotion Period and from a legitimate brick-and-mortar or online retailer/wholesaler of Taco Comfort Solutions products within the U.S. (eligible "invoice"). Once a valid invoice is properly and timely redeemed, it will constitute one (1) entry into the drawing applicable to the respective Entry Period (a single "Entry"). Invoices must be entered online during the Promotion Period or will not be eligible to earn an entry into this Promotion. To enter without an invoice, eligible Contractors who are enrolled in the CRP may call toll-free (877)-286-7064 to request an Entry. Limit one (1) Entry per telephone request, per person. Entry requests will be entered into the applicable drawing when received. Telephone requests must be made by an eligible Entrant and may be recorded.

Sponsor reserves the absolute right to investigate, validate and/or inspect any and all information and Entrant in connection with this Promotion including, without limitation, eligible Product information, Entrant information, invoice, telephone calls, and all other information and documentation prior to awarding an Entry and/or prize.

INVOICE LIMITATIONS: Without limitation, Invoice(s) entered online and all elements relating to Invoice(s) are tracked, recorded and validity determined based upon these Promotion Rules, and the terms and conditions of the Contractor Rewards Program ("CPR Terms") which are incorporated herein as applicable. Any apparent or suspected attempt to participate in contravention of these Rules or CPR Terms, to illegitimately obtain, receive, use, or benefit directly or indirectly from any invoice, engage in fraud, cheating, or use of any robotic, automatic, bots, macro, programming or any other unauthorized method, device or artifice in connection with this Promotion or any element thereof will void all such entries and disqualify any entrant suspected of using/benefitting from such methods. Without limitation, Invoices are void if not related to eligible Taco Comfort Solutions Products, in authorized, legitimate channels, or if they are in whole or in part incomplete, damaged, irregular, illegible, altered, counterfeit, produced in error, obtained through fraud or theft, have been previously redeemed, tampered with, copied, or otherwise ineligible (in the absolute and sole discretion of Sponsor and Administrator) and will not be honored. Invoices may not be duplicated, shared, transferred, assigned, sold or purchased. Promotion Entities assume no responsibility for lost, late, stolen, damaged, destroyed, or misplaced invoices and they will not be replaced. Invoices have no cash or other value and are for promotional purposes only. Invoices are available only on eligible Taco Comfort Solutions participating Products and only while supplies last. Unclaimed, unredeemed or untimely redeemed invoices will not be valid for this Promotion.

Each Entrant participates in the Promotion on behalf of the enrolled Contractor in the CRP and the designated winner shall be determined by the applicable authorized owner or manager of the enrolled Contractor company in CRP. Multiple Entrants are not permitted to share the same account, device, IP address, identity or email address. Incomplete, ineligible or noncompliant entries are void. Only Sweepstakes entries received and verified by Sponsor (or its authorized representative) within the time specified may be eligible to receive an entry for purposes of the Promotion. Participation in the Promotion and prize award is subject to verification and determination of eligibility of all Entrants, and any other information required by Sponsor in order to verify a winner. Without limiting the foregoing, Sponsor has the right to verify entrants' eligibility and compliance with these Official Rules and, on the basis of its investigation, to disqualify any entrant at any time during or after the Promotion Period, and require immediate prize return, if applicable. Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, delayed, untimely, undelivered, destroyed, damaged, illegible, or misdirected invoices, entries, and/or non-compliance.

Proof of invoice, or entry is not proof of eligibility for the Promotion; only eligible invoices entered, received and verified by Sponsor or Administrator may be eligible to receive an entry for purposes of the Promotion.

**RANDOM DRAWINGS/ODDS**: A random drawing will be held by Administrator on or within about approximately ten (10) business days after the end of each Sweepstakes Entry Period to select one (1) potential Sweepstakes Prize winner from among all eligible entries received during the respective drawing's Entry Period. Potential winner will be notified by mail, phone and/or email (as solely determined by Administrator) on or about five (5) business days after the drawing. Odds of winning a prize depends on the number of eligible entries received during the applicable Entry Period.

## PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):

**Prize (1):** Five days / four nights trip to Orlando, FL. Inclusions: Round-trip air transportation for two from home city within the 48 states to Orland, FL, round-trip transportation between the Orlando airport and the hotel, four nights' at the Rosen Centre Hotel, two one-day Disney World Theme Park Tickets (choose from Magic Kingdom, EPCOT, Hollywood Studios, or Animal Kingdom), \$100 Uber voucher, 5,000 rewards points, registration for two to AHR Expo 2025, VIP access to the TACO hospitality party on Monday, February 10th at the Rosen Centre Hotel. Travel awards are valid for two traveler's double occupancy for travel completed February 9-13, 2025. A 45-day advance is required. Travel awards are based on availability at time of request. Premium seating on flights & checked baggage are not included unless otherwise noted. (ARV \$4,000).

Limit one (1) prize per person, during the entire Promotion Period. Prizes are subject to the terms and conditions of issuer and will not be replaced by Sponsor if lost, stolen, damaged or destroyed. Prizes cannot be assigned, transferred, or substituted, except by Sponsor who may, at its sole discretion, substitute a prize with a prize of equal or greater value. Prizes must be accepted in their entirety or not at all. Prizes are not redeemable for cash; any difference between the actual value and ARV of the prize will not be awarded as cash, or otherwise. Any and all applicable local, state, and federal taxes and all expenses not specifically stated herein are solely the responsibility of the winners; winners are advised to seek independent counsel regarding prize tax implications. In no event will the Sweepstakes Entities be responsible for awarding more than the stated number of prizes herein. *Prizes, and any element thereof, including any products and/or tickets received as a prize, may not be sold, resold, auctioned, bartered, or placed into any other unauthorized channels of distribution. Any prize pictured or mentioned in advertising or Promotion materials (including the Website) is for illustrative purposes only and may not be the actual prize awarded.* 

**TAXATION OF AWARDS:** Entrant acknowledges that the participation in the Promotion is on behalf of the Contractor enrolled in the CRP. Reporting and taxation of the ARV of the Prize shall be the sole responsibility of the authorized Contractor in the CRP based upon the estimated ARV provided by Administrator.

**PRIZE TRAVEL SPECIFICATIONS:** of any trip package may vary depending on the point, date and time of departure. Prize must be accepted as a whole, or will be forfeited in its entirety. All travel arrangements must be made through a travel agent or entity selected by Sponsor. Winner will be responsible for all meals, ground transportation, excursions, activities, gratuities, fuel, parking, beverages, telephone calls and any other incidental costs or expenses not specifically stated in these Promotion Rules. All trip components are subject to availability. Travel must originate and end at the same major gateway airport. Winner and guest (if applicable), will be required to provide valid government issued photo ID as required by travel authorities at time of travel, and to obtain and maintain all insurance (including car, health, liability and any other insurance). Winners acknowledge and agree that the Promotion Entities are not providers/carriers of transportation, or insurance providers. No changes will be made to travel details once any element(s) of the travel arrangements have been booked. Prize conditions may be added or modified by Sponsor, Administrator or its designee. Promotion Entities are not responsible for any changes of any element of trip, nor are they liable for any expenses incurred as a consequence of flight changes, cancellation or delays. Sponsor will not replace any lost or stolen tickets, travel vouchers, or certificates. Travel is subject to capacity controls, availability, and certain other restrictions, all of which are subject to change. Any unclaimed and/or unused element of the trip travel package, or any element thereof, will remain the property of Sponsor or its designee. The restrictions/conditions stated herein are not all-inclusive and the described above may be subject to additional restrictions/conditions, which may be stated in the Affidavit (as defined herein), and/or other required release and/or travel documents. Elements of the trip may require agreement to and execution of, separate releases for prize award receipt/participation, in addition to the Release of Liability described herein. Failure to provide these documents, if required, will cause prize to be forfeited and awarded to an alternate winner. In the event any winner and/or guest engage(s) in behavior that, as determined by Sponsor (or its designee) in their absolute discretion, is obnoxious or threatening, dangerous, harmful, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor or Administrator reserves the right to terminate the trip or other applicable experience early, in whole or in part, with no further compensation.

WITHOUT LIMITING ANY MANUFACTURER WARRANTIES, SPONSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE QUALITY OR CONDITION OF A PRIZE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Shell is a registered trademark or trademark of SOPUS, which is not a sponsor of nor otherwise affiliated or associated with this Promotion.

LIMITATIONS OF LIABILITY: BY PARTICIPATING, ENTRANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE SPONSOR, ADMINISTRATOR, ALL OTHER PROMOTION ENTITIES, AND THEIR PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION OR OTHER LEGAL PROCEEDINGS ARE COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE, MISDIRECTION, OR MISUSE OF A PRIZE OR ANY ELEMENT THEREOF, PARTICIPATION IN THE PROMOTION OR ANY ELEMENT THEREOF AND/OR PARTICIPATION IN ANY AND ALL PRIZE RELATED ACTIVITIES, AND ACCESS/USE OF ALL WEBSITES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES. To the fullest extent permitted by law, Entrants covenant not to sue any Released Parties or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision.

In no event will the Released Parties be responsible or liable for any indirect, incidental, consequential or punitive damages arising out of this Promotion, participation in Promotion and/or prize related activities, the use or misuse of a prize or any element thereof by any person at any time, or access to, and use of any participating Website(s) or the downloading from and/or printing material downloaded from said site(s). Without limiting the foregoing,

everything on the Website is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

By entering and/or accepting a prize, Entrants and winners hereby irrevocably consent, where lawful, to the use (but without obligation) by Sponsor (and their affiliated companies and their respective authorized representatives) of their name, image, photographs, videotape, likeness, hometown name, biographical information, voice as well as any statements made by an entrant/winner regarding the Promotion or Sponsor (provided they are true) for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, including but not limited to the Internet, without additional compensation, and without the right of review, notification or approval.

In the event of noncompliance, if an entrant is or becomes noncompliant or ineligible during or after the Promotion Period, or a potential winner fails to respond within the time specified, or cannot be reached within two separate attempts using the contact information (in Sponsor's discretion) provided on the entry, that prize will be forfeited in its entirety and an alternate potential winner will be selected. Prize or prize notifications that are unclaimed, returned, undeliverable, ignored, or otherwise, will be forfeited and will not be awarded. Unclaimed or un-awarded prizes will NOT be re-awarded.

**GENERAL CONDITIONS:** Neither Sponsor nor any other Promotion Entity is responsible for lost, late, misdirected, incomplete, unintelligible, illegible, stolen, returned, or undelivered entries or e-mail, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, incompatibility, or errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information, nor for the failure to capture any such information. Persons who tamper with or abuse any aspect of the Promotion or Website, as solely determined by the Sponsor, will be disgualified. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor is not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Promotion or downloading materials from or use of the Website. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes similar or dissimilar which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion, or any element thereof and select winners (for the respective drawing/prize level as applicable) from eligible entries received prior to the action taken, or as otherwise deemed fair and appropriate by Sponsor. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction to, or unauthorized use of the Website. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, brochures, cover letters, announcements, prior rules, Promotion materials and/or any other information relating to this Promotion or any element thereof, these current Official Rules shall govern.

Promotion Entities shall not be liable to entrants, winners or any other person or entity for failure to execute the Promotion, or any element thereof or supply a prize, or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, trip or event cancellation or delay, or any similar or dissimilar event beyond their reasonable control.

**DISPUTES/ARBITRATION:** THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. Entrants are solely responsible for compliance with all applicable laws, rules and regulations including but not limited to tax and similar reporting obligations imposed by the Federal, state and local authorities. As a condition of participating in this Promotion, entrants agree that any and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, and any other disputes that cannot be informally resolved between the parties arising out of or connected with this Promotion or any element thereof shall be resolved individually, *without resort to and waive their rights to claim any form of class action*, exclusively before a neutral one person **arbitration** panel located in Bergen County, NJ. Bergen County, NJ before the American Arbitration Association.

**PRIVACY POLICY:** For information about how personal information is used in connection with this Promotion, please see its privacy policy, located at <u>https://www.contractorrewards.com/contractorrewards/logon.do</u>.

**WINNERS LIST**: For a list of winners, mail your request in a U.S. sufficiently self-addressed, stamped envelope to be received by December 10, 2024 to: Contractor Rewards Taco Comfort Solutions AHR Giveaway, Winners List, P.O. Box 1610, Minneapolis, MN 55440.

**SPONSOR**: Taco Comfort Solutions, 1160 Cranston Street, Cranston, RI 02920.