



## HVAC Sweepstakes (“Sweepstakes”)

MatcoCares

### 2020 OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. Buying Will Not Help You Win. Your chances of winning without making a purchase are the same as the chances of someone who purchases something.** THIS SWEEPSTAKES IS INTENDED FOR LEGAL RESIDENTS OF TEXAS. VOID WHERE PROHIBITED. Subject to all applicable federal, state and local laws and regulations.

1. **ELIGIBILITY:** Open to legal residents of the State of Texas who are “Qualified Homeowners” 18 years of age or older. Entrants must own the home within the North Texas, counties of Collin and Denton with a ducted HVAC system to be considered a “Qualified Homeowner.” Employees, contractors, directors, and officers of Matco Services (“Sponsor”), American Standard Corporation, their respective parent, subsidiary, and affiliated companies, and the web design, advertising, fulfillment, judging, administrative, and sweepstakes agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, “Sweepstakes Parties”), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or “step” of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes) are not eligible to enter or win a prize.
2. **SWEEPSTAKES PERIOD:** Sweepstakes begins on March 15<sup>th</sup> 2020 at 12:00:01 am Central Time (“CT”) and ends on May 15<sup>th</sup>, 2020 at 11:59:59 pm CT (the “Sweepstakes Period”). The Web Site server is the official clock for this Sweepstakes.

**TO ENTER:** Go online to [www.MatcoServices.com/comfort-home-2020](http://www.MatcoServices.com/comfort-home-2020) (the “Web Site”) during the Sweepstakes Period and follow the on-screen directions to complete and submit the online entry form to receive one (1) entry into the Sweepstakes.

3. **Limit one (1) entry per household, regardless of the method of entry. Automated means of entry are prohibited and any use of automated devices will cause disqualification.** Only fully completed entries are eligible. In the event of a dispute as to who submitted an entry, the name of the “authorized account holder” associated with the email address will be deemed to be the entrant and must comply with these Official Rules. The authorized account holder is defined



as the natural person who is assigned to the email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Entrants may not enter with multiple email addresses nor may entrants use any other device or artifice to register multiple times or as multiple registrants. Any participant who attempts to enter with multiple email addresses or uses any device or artifice to enter multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Proof of *submission is not proof* of receipt by Sponsor. By participating, entrants agree to abide by and be bound by these Official Rules. Information submitted in connection with this Sweepstakes will be used by Sponsor for marketing purposes. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

Matco Services, American Standard Corporation and their affiliates are not responsible for incomplete entries, data loss, inability to submit entry and any other issue with regarding online submissions. If any entry appears to be tampered with, found to be untrue, unlawful or otherwise has an issue with the submission may be determined as void by the participating organizations or the selection committee.

4. **COMMITTEE SELECTION OF SEMI-FINALIST AND WINNER:** Semi-finalist and winner will be selected in a committee of community members. The committee decision for the semi-finalist will be conducted on or about the week of May 20<sup>nd</sup>, 2020 and facilitated by a third party promotion administrator. The decision made by the selection committee shall be final and binding on all matters relating to the Sweepstakes. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions. **Committee members will be persons otherwise qualified to enter this Sweepstakes, but upon being designated as committee members such committee members will be ineligible to enter and ineligible to win this Sweepstakes.** Committee will include at least 8 persons.
  
5. **DRAWING AND ODDS OF WINNING:** Winner will be selected at random from the semi-finalists selected by the committee. Odds of winning depend on the number of eligible entries received that will determine how many semi-finalists are selected. Semi-finalists will be judged by the selected committee on apparent needed as found on the nomination form. If for any reason the Sweepstakes is or appears to be tampered with, Matco Services. reserves the right to select a winner in a random drawing from all eligible entries. Drawing will be conducted on or about May 26<sup>th</sup>, 2020 by a third party promotion administrator whose decisions shall be final and binding on all matters relating to the Sweepstakes. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions. **Only One Grand Prize will be awarded.**
  
6. **PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):** **One (1) Grand Prize:** a complete heating and cooling system ARV: \$10,500.00. Installation included. Air Distribution System (ductwork) is NOT included in this Sweepstakes.



**PRIZE RESTRICTIONS:** Sponsor reserves the right to select a system other than the system advertised based on a more appropriate heating and cooling system for the winner's home, as determined by Sponsor in its sole discretion. Sponsor to perform the installation. System will only be installed at the address used for registration, and must be installed no later than August 31st, 2020, or Prize will be forfeited. Prize is non-transferable and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. Sponsor reserves the right in its sole discretion to substitute a prize with one of comparable or greater value. Winner will be solely responsible for any taxes on the prize, and an IRS Form 1099 will be issued for the value of the prize. A W-9 will be required from the winner. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner. Any difference between the stated ARV and actual value at the time the prize was awarded will not be awarded. **Only the standard manufacturer's warranties apply; all other warranties, whether express or implied, are disclaimed, including any warranty of merchantability or fitness for a particular purpose**

- 6. GENERAL CONDITIONS:** INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prizes in a random manner to be determined by Sponsor. This Sweepstakes is offered only in the United States and is governed by the laws of the state of Texas, and entrants consent to jurisdiction and venue in, and agree that all claims and disputes must be resolved in, the federal or state courts in Prosper, Texas. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Sweepstakes. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

**LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Sweepstakes Parties resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in, the Sweepstakes. No responsibility or liability is assumed by the Sponsor or Sweepstakes Parties for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of the Mobile/web site in whole or in part for any reason; traffic congestion on the Internet or Mobile/web site; unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or



incorrect data contained on the Mobile/web site. Use of Mobile/web site is at user's own risk. Sponsor and the Sweepstakes Parties are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Mobile/web site or the download of any information from the mobile/Web Site, or any other loss related to user's participation in the Sweepstakes or receipt of any prize. As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsor, Sweepstakes Parties from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto; (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Except where prohibited by law, by accepting a prize, winners grants permission for Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Web Site) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation.

7. **WINNER NAME:** The winner's name will be posted to the Web Site and related social media account after the winner is notified.