

NATIONAL GIVE SOMETHING AWAY DAY

ENTRY FORM

Name:

Address (including postal code):

Telephone Number:

No purchase required. Contest begins on September 6th, 2021 at 12:00 a.m. Central Standard Time and ends on November 27th, 2021 at 12:00 a.m. Central Standard Time. There is one prize available to be won: a heating, ventilation and air conditioning system valued at approximately \$6,000.00 USD and complimentary installation of the system. Open to residents of the United States, who are eighteen years old or older at the time of entry. Your entry is void if it is made from a state where entry or winning a prize is prohibited by applicable law. Odds of winning depend on number of eligible entries received before contest closes. Limit one entry per person. Please read the Contest Rules in full at <https://serviceexperts.com/give-away-day-2021>. Personal information provided is subject to our Privacy Policy at <https://www.serviceexperts.com/privacy-policy>

NATIONAL GIVE SOMETHING AWAY DAY OFFICIAL CONTEST RULES

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WITH SPONSOR AND/OR SPONSOR'S AFFILIATES/SUBSIDIARIES WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **SPONSOR:** The National Give Something Away Day contest (the "Contest") is sponsored by Service Experts LLC, 1840 North Greenville Avenue, Suite 128, Richardson, Texas 75081 (the "Sponsor").
2. **ELIGIBILITY:** The Contest is open to residents of the United States, who are eighteen years old or older at the time of entry. All eligible entrants must be a homeowner and such residence must be located in Sponsor's service territory as determined solely by Sponsor and as generally set forth on Exhibit A attached hereto. The organizers of the Contest (defined as any director, trustee, or employee of the Sponsor or any member of their immediate families or any person residing in the same household with them) are not eligible to enter or win a prize. The Sponsor makes no representations or warranties, implicit or explicit, as to your legal right to participate in the Contest. You are subject to all laws of the state in which you reside and from which you access the Contest and are solely responsible for obeying those laws. You agree the Sponsor cannot be held liable if laws applicable to you restrict or prohibit your participation. Your entry is void if it is made from a state where entry or winning a prize is prohibited by any applicable law. By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, the terms and conditions contained herein ("Contest Rules"). Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsor, in the Sponsor's sole discretion.
3. **CONTEST DATES AND TIMES:** Contest begins on September 7th, 2021, at 12:00 a.m. Central Standard Time and ends on November 26th, 2021 at 12:00 a.m. Central Standard Time, after which time the Contest will be closed and no further entries will be accepted.
4. **HOW TO ENTER:** You can enter by submitting an entry form online at <https://serviceexperts.com/give-away-day-2021> or by mail (you can access a downloadable and printable entry form via <https://serviceexperts.com/give-away-day-2021>) addressed to 1840 North Greenville Avenue, Suite 128 Richardson, Texas 75081. For this Contest, receipt of an internet entry occurs when Sponsor's servers record the entry information and receipt of non-electronic entry occurs on the date Sponsor receives the non-electronic form at the designated mailing location above written. All entries must be complete and subject to verification by the Sponsor, in its sole discretion.

Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete,

altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. Entrants grant Sponsor a non-exclusive license to use all entries for any purpose. No correspondence regarding this Contest will be entered into except with Selected Entrant(s). Proof of transmission (screenshots or captures, etc.) does not constitute proof of entry or receipt of an entry.

5. **CONTEST PRIZES:** There is a total of one prize available to be won: a heating, ventilation and air conditioning system valued at approximately \$6,000.00 USD and complimentary installation of the system by Sponsor.

All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of a prize. Prizes must be accepted as awarded and have no cash value. Prizes or any portion thereof cannot be combined with other discounts, promotions or special offers. Prizes are not assignable or transferable. Sponsor reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at time of award.

NONCOMPLIANCE WITH RULES OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULTS IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE WINNER.

6. **ODDS OF WINNING:** The odds of winning depend on the number of eligible entries received before the Contest End Date.
7. **WINNER SELECTION AND CONFIRMATION:** On December 1st, 2021 at 12:00 p.m. Central Standard Time at Sponsor's headquarters located at 1840 North Greenville Avenue, Suite 128, Richardson, Texas 75081 ("Draw Date") the Sponsor, or an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible entries and select the potential winner (the "Selected Entrant"). The Selected Entrant will be deemed a winner if: (i) they meet all of the eligibility criteria set out in these Contest Rules, including, but not limited to, Sponsor's verification of eligibility under applicable state laws and (ii) Selected Entrant (x) signs and returns the Sponsor's Declaration of Eligibility and Liability/Publicity Release form as set forth in Exhibit B and attached which must be received by Sponsor no later than two (2) business days from Selected Entrant's confirmation of Sponsor's notification of Selected Entrant status (as detailed below) and (y) comply with all other Contest Rules, all in the sole discretion of Sponsor.

The Selected Entrant will be notified within one (1) business day of the draw and will be contacted by the entrant's telephone number and/or email provided at entry into the Contest. In Sponsor's sole discretion, three (3) attempts by Sponsor will be made within thirty-six (36) hours following the draw. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the Sponsor to receive a Selected Entrant's response.

Disputes regarding identity: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the e-mail address or telephone number provided at the time of entry). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder associated with the Selected Entrant.

If a Selected Entrant does not meet the eligibility criteria, he/she will be disqualified and will not receive the prize. Additionally, a Selected Entrant that does not or cannot accept the prize or attempts to transfer or assign the prize may be forfeited or disqualified. In each scenario described above, Sponsor, in Sponsor's sole discretion, will select a new Selected Entrant by random draw from remaining eligible entries. A list of all Selected Entrants will be maintained by Sponsor for a period of two (2) years from Sponsor's Draw Date of such Selected Entrants; you may request such list by emailing marketing@serviceexperts.com.

8. **RELEASE AND INDEMNIFICATION:** The Selected Entrant must sign the Sponsor's Declaration of Eligibility and Liability/Publicity Release form to: (i) confirm compliance with the Contest Rules; (ii) agree to accept the prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the "Released Parties") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of the entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the Selected Entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of Selected Entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the Selected Entrant of the prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by Selected Entrant with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by Selected Entrant of a prize and the use of the entry by Sponsor.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network

hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Declaration of Eligibility and Liability/Publicity Release form; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize, including any travel related thereto and the use of the entry by Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a Selected Entrant.

9. OTHER CONDITIONS: The Sponsor reserves the right to terminate or amend the Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest and conduct a random draw on the Contest End Date from all eligible entries received prior to such cancellation.

Publicity and entrant information: By participating in the Contest, entrants consent to the use of their name, address, postal code, telephone number, social media handles, comments and image, whether on videotape, photograph or any other means, for the administration of this Contest or any publicity carried out by the Sponsor, without further notice or compensation.

Selected Entrant will be required to enter into a customary agreement for the purchase of the Prize, but the fee for the Prize will be waived. If any entrant would like to review the agreement prior to entering the Contest, please contact Sponsor at (972) 535-3800. If Selected Entrant does not agree to enter into such agreement, Selected Entrant may be deemed ineligible to accept the prize by Sponsor in Sponsor's sole discretion.

THIS CONTEST IS VOID WHERE PROHIBITED BY LAW. This Contest shall be governed exclusively by the laws of the Texas, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Collin, Texas.

Rule amendments: The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

Intellectual Property: All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual

property without the express written consent of the Sponsor is strictly prohibited. The Sponsor's marketing or other partners, if any, shall also have access to and rights to reproduce, copy or otherwise use any materials generated by this Contest or any submissions or materials generated by entrants.

Data Privacy: Entrants agree that all personal data provided, including name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in Sponsor's Privacy Policy at <https://www.serviceexperts.com/privacy-policy>. The data may also be used by Sponsor in order to verify the entrant's identity, postal address, and telephone number or to otherwise verify the entrant's eligibility to participate in the Contest.

10. Notice to Individuals – Removal from Mailing List: Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by Service Experts LLC. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to: Service Experts LLC: 1340 North Greenville Avenue, Suite 128, Richardson, Texas 7508.

EXHIBIT A

Eligible Service Territories

- AL: greater Birmingham and Mobile areas
- AZ: greater Phoenix area
- CA: greater East Bay area
- CO: Boulder County; greater Denver area
- FL: South, South West, Central Florida regions; greater Deland, Ocala, Gainesville, Jacksonville, Miami and Tampa Bay areas
- GA: Savannah; greater Atlanta area
- ID: Treasure Valley
- IL: Champaign-Urbana; Northern Illinois region
- IN: Fort Wayne, Michiana; greater Louisville and Indianapolis areas
- KS: greater Kansas City area
- LA: greater Shreveport and Bossier City areas
- MD: Southern Maryland region; Montgomery County; greater DC Metro area
- MS: greater Jackson area
- NC: Wake, Durham and Orange counties; greater Charlotte area
- NE: greater Grand Island area
- NH: greater Rochester area
- NJ: greater Somerville and West Berlin areas
- NY: Suffolk County; greater Syracuse, Buffalo, Scotia, and Delmar areas
- OH: Northern Kentucky region; greater Cincinnati, Cleveland, Akron, Dayton, Columbus and Ravenna areas
- OK: greater Tulsa and Oklahoma City areas
- PA: Southeast Pennsylvania region
- SC: greater Charleston, Hilton Head and Columbia areas
- SD: greater Pierre area
- TN: greater Nashville, Memphis and Knoxville areas
- TX: DFW Metroplex; greater Austin, San Antonio and Houston areas
- UT: greater Provo, Salt Lake City, and Ogden areas
- VA: northern Virginia region; greater Richmond, Salem, Roanoke areas
- WV: greater Charleston, Hurricane and Huntington areas

EXHIBIT B

NATIONAL GIVE SOMETHING AWAY DAY

DECLARATION OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE

I, _____, in the state of _____ declare that I am _____ years of age, that my telephone number is: _____ and that my e-mail address is: _____.

I am making this declaration (the "Winner Release") with the understanding that it will be relied upon to confirm my eligibility in this Contest.

I declare that I have read and complied with, and that I understand, all of the Contest Rules, which are available at <https://serviceexperts.com/give-away-day-2021>, that all of the information below is true and that I have committed no fraud or deception in entering the Contest or claiming the prize.

I further declare that I am eighteen years or older and that I am not a director, trustee, or employee of Service Experts LLC or a member of their immediate families, or any person residing in the same household as them.

In consideration of the prize, I agree as follows:

1. To accept the prize as awarded;
2. To release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the "Released Parties") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier to the Sponsor or used in connection with any aspect of the Contest to perform or deliver services, any act of God or any other event beyond the Sponsor's control, any dissatisfaction of any kind with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which I, my heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of participation in the Contest and/or in connection with the acceptance and/or exercise of the prize as awarded;
3. To indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by me with any of the Contest Rules or participation in the Contest and/or

in connection with the acceptance and/or exercise of the prize;

4. To grant to the Sponsor, its agents and representatives and marketing partners, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, the Sponsor's Internet websites and social media pages, at any time(s), my name, likeness, portrait, picture, photograph, voice, video camera footage, and biographical information (name, city, state of residence and image), as is or as may be edited, as news or information and for advertising promotional purposes without any compensation or review by me; and
5. To return upon demand to the Sponsor, or its agents, representatives or marketing partners, any prize which has been or may be awarded to me if any statement made by me in this Winner Release is false or if I have failed to comply with any of the Contest Rules, all as determined in the sole discretion by the Sponsor.

Winner:

Name:

DATED THIS _____ DAY OF _____, 2021.