

“THANK YOUR LUCKY STARS” SWEEPSTAKES

OFFICIAL TERMS AND CONDITIONS

NOTICE REGARDING DISPUTE RESOLUTION: THESE OFFICIAL RULES CONTAIN TERMS THAT GOVERN HOW CLAIMS BETWEEN YOU AND SPONSOR, RELATING TO YOUR PARTICIPATION IN THIS SWEEPSTAKES (DEFINED BELOW), WILL BE RESOLVED. FOR EXAMPLE, SECTION 8 INCLUDES AN ARBITRATION AGREEMENT AND WAIVER OF A CLASS ACTION THAT REQUIRES YOU TO SUBMIT ALL CLAIMS TO ARBITRATION (INSTEAD OF GOING TO COURT BEFORE A JUDGE AND JURY) AND LIMITS YOUR ABILITY TO BRING CLAIMS ON BEHALF OF ANYONE OTHER THAN YOURSELF (THAT IS, IT PROHIBITS YOU FROM BRINGING ANY PURPORTED CLASS ACTION OR PURPORTED COLLECTIVE OR REPRESENTATIVE PROCEEDING).

NO PURCHASE, PAYMENT, OR CONSIDERATION OF ANY KIND IS NECESSARY TO ENTER OR WIN. ALL ENTRIES INTO THE SWEEPSTAKES HAVE AN EQUAL CHANCE OF WINNING. A PURCHASE, PAYMENT, OR CONSIDERATION WILL NOT INCREASE THE CHANCES OF WINNING.

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID IN PUERTO RICO, GUAM, THE VIRGIN ISLANDS AND OTHER UNITED STATES TERRITORIES AND WHERE PROHIBITED BY LAW.

- 1. General.** The “Thank Your Lucky Stars” Sweepstakes (the “**Sweepstakes**”) is sponsored by CertainTeed LLC (“**Sponsor**”). The Sweepstakes is subject to these official terms and conditions (“**Official Rules**”) and to all applicable federal, state and local laws. The odds of winning depend on the number of eligible entries received from eligible participants (the “**Entrant**” or “**You**”). Entrants who enter into the Sweepstakes agree to be bound by the Official Rules.
- 2. Eligibility.** This Sweepstakes is only open to “CertainTeed Credential Roofing Contractors” who are either: (i) individual legal residents of the United States who are physically residing in one (1) of the fifty (50) United States or the District of Columbia (excluding Puerto Rico, Guam, the Virgin Islands and other United States territories) and who are the age of majority or older in their state of residence (19+ in AL and NE, 18+ in all other states) as of the date of entry or (ii) domestically operating corporations, companies, businesses or other entities in the United States and who are incorporated, formed or otherwise organized under the laws of one of (1) of the fifty (50) United States or the District of Columbia (excluding Puerto Rico, Guam, the Virgin Islands and other United States territories). Verification of individual Entrant’s eligibility may be required at the time you submit your entry or if selected as a Potential Winner. Employees of Sponsor, its affiliates, parent, subsidiaries, prize providers, contractors, advertising and sweepstakes agencies and all other service agencies involved with the Sweepstakes (collectively, the “**Sweepstakes Entities**”), together with the immediate families (spouses, parents, children, siblings, and their respective spouses) and those persons living in the same household (whether or not related) as

such employees are not eligible to enter. No purchase is necessary to enter the Sweepstakes. The Sweepstakes and eligibility are subject to all applicable federal, state and local laws, is void in excluding Puerto Rico, Guam, the Virgin Islands and other United States territories, and where otherwise prohibited by law.

3. **Entry Period.** The Sweepstakes begins on September 1, 2022 at 12:00 a.m. (E.T.) and ends on November 30, 2022 at 11:59 p.m. (E.T.) (the “**Entry Period**”).

4. **How to Enter.**

Selling Sponsor’s Warranties: Each Entrant may earn one (1) entry into the Sweepstakes during the Entry Period by selling and timely registering five (5) of Sponsor’s “Sure Start Plus Warranties”. There is a limit of ten (10) entries per Entrant during the Sweepstakes Period (regardless of entry method), as further defined below:

<u>Number of Warranties Sold</u>	<u>Number of Eligible Sweepstakes Entries</u>
0-4	None
5-9	1
10-14	2
15-19	3
20-24	4
25-29	5
30-34	6
35-39	7
40-44	8
45-49	9
50	10
More than 50	10 <i>Entrants cannot have more than ten (10) separate entries into the Sweepstakes (regardless of entry method).</i> <i>Entrants will not earn more than 10 entries by selling more than 50 Warranties</i>

Mail-in-Entry: You may enter the Sweepstakes by printing (in the following order) your full name, street address, city, state, zip code, telephone number, and email address on a standard 4' x 6' postcard and mailing it to: "Thank Your Lucky Stars" Sweepstakes, Mail-In Entry, Attn: Data Works/CetaInTeed, PO Box 20126, Lehigh Valley PA 18002. Mail-in entries must be postmarked within the Entry Period and received no later than November 30, 2022. Each Mail-in entry must be mailed separately. Each such postcard will be deemed an entry. No more than ten (10) entries may be submitted per Entrant.

IF MORE THAN TEN ENTRIES INTO THE SWEEPSTAKES ARE RECEIVED FROM THE SAME ENTRANT OR FROM THE SAME POSTAL ADDRESS, SPONSOR IN ITS SOLE DISCRETION MAY PARTIALLY OR FULLY DISQUALIFY SAID ENTRANT OR ANY POTENTIAL ENTRANTS ASSOCIATED WITH THAT POSTAL ADDRESS.

- 5. Random Drawing.** Five (5) different Entrants will be selected in a random drawing ("**Potential Winners**") on or around January 5, 2023 ("**Winner Selection Date**"), from all eligible entries received during the Entry Period. Odds of winning depend on the number of eligible entries received. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

Potential Winners will be notified of their selection in an initial notification e-mail. Potential Winners must follow the Prize claim instructions provided as part of the initial notification and any subsequent claim instructions, otherwise the Prize will be forfeited in its entirety. Winning is subject to verification of eligibility, including verification of age, and compliance with all terms and conditions of these Official Rules. Failure to respond to the initial notification within five (5) days will result in disqualification. To claim the Prize, Potential Winners will be required to sign and return within five (5) days, where legal, the Eligibility Affidavit, General Liability and Publicity Release, and Tax Liability Waiver (collectively the "**Winner's Documents**"), which will be provided to Potential Winner in due time. If Potential Winner cannot be contacted in the first two (2) attempts, fails to sign and return the Winner's Documents within the required time period, or if any Prize notification is returned as undeliverable, or if Potential Winner or Winner rejects its Prize, or in the event of noncompliance with these Official Rules and requirements, such Prize will be forfeited, and an alternate Potential Winner may be selected from all remaining eligible entries. Upon any Prize forfeiture, Sponsor will give no compensation.

Subject to further review by Sponsor, an eligible Potential Winner who complies with the Official Rules, including and rules and requirements in this section, (the "**Winner**") will win the Prize that Winner won from the Sweepstakes drawing. At the end of the Sweepstakes, the names of the Winners are available within one (1) year after the close of the Sweepstakes. To receive the name of the Winners, where permitted by law, please contact Sponsor through our Customer Experience Team at 1-800-233-8990.

Entrants agree to permit any of the Sweepstakes Entities to contact them concerning the Sweepstakes. Winners agree to permit Sponsor to publicize, unless not permitted by applicable law, Winners' names.

6. **Prizes.** There are five (5) different available prizes (the “Prizes”) and a limit of one (1) Prize per Winner:

<u>Prize</u>	<u>Description</u>
2023 Major Sporting Event Package	Up to Four tickets to a Major Sporting Event in 2023 and a \$2,500 travel voucher Estimated Retail Value: Up to and not to exceed \$10,000 (USD)
Vacation on us Package	\$7,500 travel voucher and \$2,500 in CCB funds Estimated Retail Value: Up to and not to exceed \$10,000 (USD)
Hunting/Fishing Package	Arrangements for up to four people to go on a hunting/fishing expedition and a \$2,500 travel voucher Estimated Retail Value: Up to and not to exceed \$10,000 (USD)
NASCAR Experience Package	Arrangements for up to four people to go on a NASCAR racing experience and a \$2,500 travel voucher Estimated Retail Value: Up to and not to exceed \$10,000 (USD)
\$10k All the Way Package	\$5,000 in Roofers Rewards Funds and \$5,000 in CCB Estimated Retail Value: Up to and not to exceed \$10,000 (USD)

Subject to any restrictions expressly stated in the Official Rules, Winners will have the choice of one (1) of the Prizes identified above. Prizes must be redeemed within twelve (12) months of the Winner Selection Date. Failure to redeem the Prize timely will result in the Winner’s forfeiture of the Prize. Sponsor shall solely determine the specifics of all elements and descriptions of all Prizes (including timing for fulfillment of Prizes and travel options, if applicable). Winners are responsible for ensuring they timely and fully accept the Prize as described in the Official Rules.

Unless explicitly stated otherwise, all Prizes are awarded as is, without any representations or warranties, and Entrant cannot transfer, sell, substitute, or redeem the Prize for money without the Sponsor’s written consent, which may be withheld in the Sponsor’s sole and absolute discretion.

Sponsor reserves the right to substitute a Prize of comparable or greater value or cash in Sponsor's sole discretion. Prize may be subject to availability restrictions in certain jurisdictions based on licensing, import, or distribution regulations or other legal restrictions. In such circumstances, the Winner may be required to take a cash alternative instead. Some restrictions may apply.

Estimated Retail Value ("ERV") of Prizes are noted above. Actual Retail Value ("ARV") of Prize may vary. If Prize includes a trip, ARV may vary based on, among other things, availability, existing rates at time of booking, dates of travel, and point of departure. Any difference between ERV and ARV will not be awarded to the Winners. For an avoidance of doubt, if the ARV of one of the Prizes is less than the respective ERV stated above for a Prize, the Sponsor will not provide the Winner any difference (whether in cash or other form of consideration) between the ARV and ERV.

All Winners are entitled, at their discretion, to refuse to accept some or all of the Prize that they are eligible to receive and, in such instances, will be deemed to have forfeited the Prize. If at any time and for any reason, a Winner is deemed to have forfeited a Prize, in whole or in part, or fails to accept delivery of the Prize within the time period in the Official Rules, the Winner will not be entitled to any alternate Prize or any other compensation of any kind, and Sponsor shall have no obligation to award the rejected or unclaimed portion of any Prize to an alternative winner.

For Prizes that include a travel voucher, Sponsor is not responsible for coordinating, arranging, booking, reserving, organizing, directing, managing, or providing travel arrangements to Winner or Winner's Guests; this is solely the Winner's responsibility. Sponsor will not replace lost or stolen tickets, travel vouchers or certificates, or similar items once they are in Your possession. Any and all expenses not specified in Official Rules, including, but not limited to, itinerary change fees, checked baggage fees, meals and gratuities, transfers, and ground transportation, are the Winner's sole responsibility.

If specific dates are indicated for travel as part of a Prize, and Winner cannot travel on those specified dates, Prize will be forfeited and may be awarded to an alternate Winner selected at random from all remaining eligible entries. In such instances, the forfeiting Winner will not be entitled to any alternate prizes or compensation of any kind. Winner, if applicable, is responsible for all required travel documentation and identification, including, without limitation and as applicable, any passport or visa, as well as meeting any other requirements for entry into the relevant destination, such as any health and safety requirements, including any additional person (the "**Winner's Guest**") Winner may take to the 2023 Major Sporting Event Package, Hunting/Fishing Package, or NASCAR Experience Package. Winner's Guests, if applicable, must also sign a release before participating in the Winner's Prize. Winner's Guests must be over the age of majority in the state, province, or territory in which s/he resides, or the Winner who accompanies a Winner's Guest must be their parent or legal guardian, unless as otherwise specified in the Official Rules.

If a Prize includes attending an event, tickets and seating are subject to availability in Sponsor's sole discretion. In the case the event is delayed or rescheduled for any reason, tickets for the delayed or rescheduled event may be provided at the sole discretion of Sponsor. If the event is canceled for any reason, the remainder of the Prize, if any, will be awarded without the scheduled

event. Sponsor may substitute an alternate Prize of equal or greater value (including in the form of cash) at its sole discretion.

All federal, state, municipal and local taxes, and all expenses associated with receipt or use of a prize, are the sole responsibility of winner. Winner may receive an IRS Form 1099 for the retail value of the prize if legally required, and in that instance will be required to provide Sponsor with winner's social security number for purposes of same.

7. General Conditions.

SUBJECT TO ALL APPLICABLE FEDERAL, STATE, MUNICIPAL, AND LOCAL LAWS AND REGULATIONS. By entering or participating in the Sweepstakes, Entrants agree to be bound by these Official Rules. Sponsor assumes no responsibility for electronic, hardware, programming or software malfunctions, or failures, internet or network connections, accessibility or availability, technical failures of any kind, unauthorized human intervention, the incorrect or inaccurate capture of any entry or other information, or for the failure to capture any such information. Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by You or other Entrants, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, cable lines, or network connections or hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error, which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt or use or misuse of any Prize. Sponsor is not responsible for lost, late, illegible, misdirected, mutilated, incomplete or postage due mail or entries. Proof of submission is not proof of receipt of an entry by the Sponsor. Sponsor is not responsible for late, incomplete, incomprehensible, invalid technically incompatible or corrupt, or misdirected entries, all of which are void. Sponsor is not responsible for damage to entries that occurs during the process of uploading or storage and makes no warranties as to the integrity, availability or functionality of any systems at the time of entry or at any time.

Sponsors reserve the right to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process, operation of the Sweepstakes, or acting in violation of the Official Rules in an unsportsmanlike or disruptive manner. If, for any reason, the Sweepstakes is not capable of running, as planned, by reason of infection by virus, worms, tampering, or other unauthorized technical or human intervention, fraud, technical or mechanical failures, or any other causes which, in the sole evaluation of Sponsor, may compromise the administration, security, fairness or integrity of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes, and select the Winners of the Sweepstakes, from the legitimate entries received prior to the action taken, or in other such manner as deemed fair and appropriate by Sponsor, as allowed by law.

CAUTION AND WARNING: ANY ATTEMPT TO DAMAGE ANY WEBSITE OR TO UNDERMINE THE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Entrant agrees that the terms of these Official Rules shall be binding on each Entrant, his/her legal representative, heirs, beneficiaries, executors, successors and/or assigns.

8. Dispute Resolution.

WAIVER

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZES OR OFFERS AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT WILL ATTORNEY'S FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES) AND/OR ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF; AND (5) ENTRANT, BY PARTICIPATING IN THE SWEEPSTAKES, HEREBY WAIVES AND RELEASES, AND AGREES TO HOLD HARMLESS SPONSOR, ITS PROMOTIONS AND ADVERTISING AGENCIES, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, ADVERTISING AND PROMOTIONS AGENCIES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, "RELEASED PARTIES"), FROM AND AGAINST, ANY AND ALL RIGHTS, CLAIMS AND CAUSES OF ACTION WHATSOEVER THAT THEY MAY HAVE, OR WHICH MAY ARISE, AGAINST ANY OF THEM FOR ANY LIABILITY, RESULTING INJURY OR LOSS. THIS INCLUDES HOLDING THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITY FOR ANY LOSS, HARM, DAMAGES, COSTS OR EXPENSES, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGES, PERSONAL INJURY AND/OR DEATH, ARISING OUT OF PARTICIPATING IN THIS SWEEPSTAKES, OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, OR WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY

PRIZE RELATED ACTIVITY AND CLAIMS BASED ON RIGHTS OF PUBLICITY, RIGHTS OF PRIVACY, DEFAMATION OR PRIZE DELIVERY. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE FOREGOING MAY NOT APPLY TO EVERY ENTRANT.

BINDING ARBITRATION

AS A CONDITION OF PARTICIPATION, ENTRANTS AND SPONSOR EACH AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES OR THESE OFFICIAL RULES, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF, AND INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS ARBITRATION PROVISION (EACH, A “CLAIM”) SHALL BE RESOLVED SOLELY BY BINDING, INDIVIDUAL ARBITRATION AND NOT IN A CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION OR PROCEEDING. ENTRANT AND SPONSOR AGREE THAT THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE OFFICIAL RULES AND THAT THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THESE OFFICIAL RULES.

Any arbitration will be conducted by JAMS pursuant to its procedural rules for commercial disputes (“JAMS Rules”), using the Optional Expedited Arbitration Procedures when applicable. The JAMS Rules are available at <https://www.jamsadr.com>. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at www.jamsadr.com. JAMS will appoint an arbitrator. When practical, the arbitrator should have prior subject matter knowledge and familiarity with sweepstakes laws in the jurisdiction in which Sponsor is incorporated. The arbitration may be conducted via video-conference or in-person in the county (or other municipality) of Chester County, Pennsylvania, unless Entrant and Sponsor both agree to a different location. Entrant and Sponsor agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement. During the arbitration, both Entrant and Sponsor may take one deposition of the opposing party, limited to 4 hours. If Entrant and Sponsor cannot agree on a time and location for a deposition, the arbitrator will resolve any scheduling disputes. The arbitrator shall provide a decision explaining the arbitrator’s findings and conclusions, and the ruling may be entered in any court having jurisdiction thereof. The arbitrator’s decision shall be final and binding upon the parties to these Official Rules.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If Entrant asserts a claim against Sponsor, Entrant will be responsible for paying their filing fee. Sponsor and Entrant will equally split all other JAMS-included fees (including filing, administration, and arbitrator fees and expenses). Entrant and Sponsor shall pay their own attorneys’ fees and any other costs they incur unless stated in the Official Rules. If Entrant or Sponsor prevails on a statutory claim that affords a prevailing party attorneys’ fees and costs, or if there is a written agreement providing for attorney’s fees and costs, the arbitrator will award such

costs and fees per the applicable statute or written agreement. The arbitrator shall resolve any dispute regarding the reasonableness of any fee or cost that may be awarded under this paragraph.

To the extent permitted by law, the existence of the arbitration, the arbitration proceedings, and the outcome of the arbitration will be treated as confidential and will not be disclosed by either Entrant or Sponsor. Entrant and Sponsor agree that an award, and any judgment confirming it, only applies to the arbitration in which it was awarded and cannot be used in any other proceeding except to enforce the award itself and any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the Commonwealth of Pennsylvania.

If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

GOVERNING LAW

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES, WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE COMMONWEALTH OF PENNSYLVANIA. ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN CHESTER COUNTY, PENNSYLVANIA, AND EACH ENTRANT CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION OVER HIM OR HER BY ANY SUCH COURTS FOR PURPOSES OF ANY SUCH ACTION OR PROCEEDING. NO ENTRANT WILL BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. EACH ENTRANT FURTHER AGREES THAT ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT NOT ATTORNEYS' FEES OR COSTS, UNLESS OTHERWISE PERMITTED IN THE OFFICIAL RULES.

9. Indemnification

As a condition of entry, each Entrant, agrees to defend, indemnify, release and hold harmless Sponsor, Sweepstakes Entities, Released Parties and the Advertising Platforms (defined below) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Entrant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of the Entrant's entry.

10. Force Majeure

In no event shall Sponsor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, COVID-19 restrictions, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemic, epidemic, diseases, quarantine and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services and any other similar event beyond the reasonable control of the Sponsor and/or Sweepstakes Entities ("**Force Majeure Occurrence**"). Sponsor may, at its sole discretion, provide a work-around solution to the Force Majeure Occurrence (such as an alternative prize, etc.).

11. Personal Information and Privacy Statement.

Personally identifiable information that is submitted by Entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select the prize winner and fulfill the prize, and will be subject to Sponsor's terms and use and privacy policy accessible on its website at [www.https://www.certainteed.com/](https://www.certainteed.com/). If You are selected as a Winner, Your information may also be included in a publicly-available winner's list. Sponsor may share potential Winner's name and contact information with the Sweepstakes Entities and/or any prize provider, as applicable, if necessary.

12. Social Media Disclosure.

This Sweepstakes is in no way sponsored, endorsed, or affiliated with any advertising platform used in connection with the promotion of the Sweepstakes, including, without limitation, the Facebook platform owned and operated by Meta Platforms, Inc., Google LLC, Instagram, Inc., Pinterest, Inc., Reddit, Inc., Snap Inc., Twitter, Inc., and any of their respective parents, subsidiaries, and affiliates, or any other social media, mobile application, over-the-top application, or similar platform where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes ("**Advertising Platforms**"). You understand that all information is being provided to Sponsor. Sponsor is not responsible for practices, terms or actions taken by any of these or other social media and web services sites. You understand that you are required to comply with terms and conditions of those social media platforms.

13. Winner's List.

A list of winners will be available at [www https://www.certainteed.com/](https://www.certainteed.com/).

14. Publicity.

Except where prohibited by law, acceptance of any Prize also constitutes Winner's express agreement and consent for Sponsor, and those acting under Sponsor's authority, to use Winner's name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Winner regarding the Sweepstakes, Prize, and/or any of the Sponsor and its partners, worldwide and in-perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor (or the applicable partners), in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Winner agrees to confirm this consent in writing if requested.

Some jurisdictions may prohibit Sponsor from conditioning the awarding of a Prize on Winner's consent to publicity as described in this Section 13. Winners who are residents of such jurisdictions and who object to such publicity, must notice Sponsor of such objections via email during the Winner confirmation process.

15. No Waiver.

If Sponsor fails to insist that Entrant perform any of Entrant's obligations under these Official Rules, or if Sponsor does not enforce its rights against Entrant, or if Sponsor delays in doing so, that will not mean that Sponsor has waived its rights against Entrant and will not mean that Entrant does not have to comply with these obligations. If Sponsor does waive a default by Entrant, Sponsor will only do so in writing, and that will not mean that Sponsor will automatically waive any later default by Entrant.

16. Entire Agreement.

These Official Rules, together with Sponsor's terms of use and privacy policy, constitute the entire agreement between Sponsor and Entrant with respect to the Sweepstakes, including the Prizes, and supersede all prior or contemporaneous communications, whether electronic, oral or written, between Sponsor and Entrant with respect to the Sweepstakes.

17. Severability.

Each of the terms of these Official Rules operates separately. If any court of relevant authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.