

BRYANT COMMUNITY HERO PROMOTION OFFICIAL RULES

These are the Official Rules for the 2018 Bryant Community Hero Promotion (“Promotion”).

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.
MAKING A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING.
THIS PROMOTION IS VOID WHERE PROHIBITED BY LAW.**

- 1. Company:** This Promotion is being offered by Auer Steel & Heating Supply Co., 2935 W. Silver Spring Dr., Milwaukee, Wisconsin 53209 (“Company”) through its Bryant distributors.
- 2. Terms and Conditions:** By participating in this Promotion (as an entrant or nominee), you fully and unconditionally agree to and accept these Official Rules and the decisions of the Company, which are final and binding in all matters related to the Promotion. Your ability to nominate someone and/or receive a prize is contingent upon all the requirements set forth herein.
- 3. Eligibility:** The Promotion is open only to legal residents of the geographical areas identified below, who, at the time of entering the Promotion are eighteen years of age or older:

Residents must live within 50 miles of a dealer listed on the Participating Dealer list found at: <http://bryantcommunityheroes.com/participating-dealers/>

All entrants must be natural persons. No entries from business entities will be accepted. Employees and volunteers of Company, its affiliates, subsidiaries, advertising or promotional agencies, and their immediate family members and/or those living in same household are not eligible to enter the Promotion. Immediate family includes spouse, parents, siblings, children, stepparents, stepchildren, grandparents and grandchildren. THIS PROMOTION IS VOID IN: (A) ANY GEOGRAPHICAL TERRITORY OTHER THAN THOSE IDENTIFIED ABOVE; (B) NEW YORK, RHODE ISLAND, FLORIDA AND ARIZONA; AND (C) ANY GEOGRAPHIC LOCATION WHERE THIS PROMOTION IS PROHIBITED BY LAW, RULE, REGULATION OR ORDINANCE.

- 4. Promotion Period:** The Promotion begins on May 21, 2018 at 1:00 p.m. Central Standard Time and ends on November 2, 2018 at 5:00 pm Central Standard Time (the “Promotion Period”).
- 5. How to Enter: No purchase is necessary to enter or win.** To enter the Promotion, visit www.bryantcommunityheroes.com and follow the directions provided to enter a written nomination for an individual that you believe is making a positive impact in their community.
- 6. Judging Criteria:** Each participating Bryant dealership, in its sole discretion, will judge its entries based on the attributes of the nominees that set them apart from others and demonstrate that the nominee is an unsung hero doing amazing work to improve their communities. The dealership will identify a selection committee of no

less than 3 individuals to determine their local winner.

- 7. Prize:** Each participating dealer (<http://bryantcommunityheroes.com/participating-dealers/>) will be provided a free furnace for giveaway in their community based on a minimum of 1 submitted nomination. Up to (40) winners will be selected as a "Bryant Community Hero" on or about December 1, 2018 from all eligible nominations received. The odds of winning depend upon the number of entries received. The winners will be notified no later than December 21, 2018, via telephone. If the winner does not respond by December 28, 2018, another winner will be selected. Each winner will receive a Bryant 926T Furnace plus installation with an approximate retail value of \$4,000 ("Prize"). Certain restrictions may apply.
- 8. Conditions of Participation:** All entrants and nominees agree to be bound by these rules and all decisions of the Company, whose decisions will be final. In addition, you represent and warrant that all information contained in your entry / nomination form is true and accurate, and that you have all rights in the materials submitted. By completing a nomination, entering the Promotion, and/or accepting a prize, you grant to Company, its agents and others working on their behalf, the right to use your name, likeness, and image for advertising and marketing purposes, without additional compensation, unless otherwise prohibited by law. You agree that Company and/or its designees may use your physical and/or e-mail address to contact you regarding this Promotion and any other Company business. All Promotion entries and submissions, including any intellectual property rights thereto, will become the property of Company at the time of entering.
- 9. Social Media:** The Promotion may be advertised or administered through social media platforms, such as Facebook and Twitter ("Social Media"). You understand and acknowledge, however, that the Promotion is in no way sponsored, endorsed, administered by, or associated with any Social Media platform on which it is offered or advertised, including Facebook and Twitter. You agree to adhere to all rules established by Social Media platforms and will not create multiple Social Media accounts, or repeatedly post duplicate or near duplicate information or links to enter into the Promotion multiple times. Any information you provide for the Promotion is being provided to Company rather than Facebook or any other Social Media platform. You fully release Facebook and all other Social Media from all claims, losses and harm that you may allege or incur relating to this Promotion.
- 10. Non-Transferable.** No substitution or transfer of the Prize will be permitted. The winning Prize may not be redeemed for cash.
- 11. Responsibility for Prize.** If you win the Promotion prize, you understand and agree that you are solely responsible for the use, care and maintenance of the Prize, including (without limitation) any and all insurance requirements, licensing requirements, and liability for use. You further agree to sign and be bound by a Release and Declaration of Compliance prior to accepting any Prize.
- 12. Publicity:** Acceptance of the Prize constitutes consent for the Company to use your name and likeness for editorial, advertising and publicity purposes without additional compensation, except where expressly prohibited by law.

- 13. Other Eligibility Requirements.** Since winners are nominated by other people, the winner will be required to sign and return a declaration of eligibility, additional release of liability, and an additional publicity consent agreement to be eligible to receive any Prize. If a selected winner cannot be contacted, is ineligible, fails to claim a prize, or fails to return the completed and executed declaration and releases as required, the prize will be forfeited and awarded to an alternate winner.
- 14. Taxes.** The Prize is considered taxable income, and winner will be solely responsible for all federal, state, and local taxes. Winner will receive an IRS 1099 form reflecting the amount they receive as a Prize.
- 15. LIMITATIONS. ALL PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. COMPANY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**
- 16. RELEASE AND HOLD HARMLESS. BY ENTERING THIS PROMOTION, YOU AGREE TO RELEASE AND HOLD HARMLESS COMPANY, ITS PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE PROMOTION, OR RESULTING FROM ACCEPTANCE AND/OR USE OF ANY PRIZE, TRAVEL TO OR FROM ANY PRIZE-RELATED ACTIVITY, PARTICIPATION IN THIS PROMOTION, AND FROM ANY MISUSE OR MALFUNCTION OF ANY PRIZE AWARDED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE.**
- 17. Indemnification.** By entering or nominating someone for the Promotion, you agree to indemnify and hold Company, its employees, officers and assigns, harmless from and against all claims and losses (including attorneys' fees) relating to your entry, including (without limitation) allegations of infringement, misappropriation, misrepresentation, and privacy violations.
- 18. Limitations:** Company shall not be responsible for lost, late or misdirected entries, or entries containing incorrect or incomplete information. Company is not responsible for any problems or technical malfunctions of any mail network, telephone network or lines, computer, on-line, or Internet systems or services, servers, computer equipment, software, failure of any email or entry or confirmation or winners notice on account of technical problems or traffic congestion on the Internet, problems with the Company website, or any combination thereof, including any injury or damage to entrant's or any other person's computer resulting from downloading any materials in connection with the Promotion. Entries become the property of Company and will not be acknowledged or returned.
- 19. Right to Modify or Terminate the Promotion.** Company reserves the right, in its sole discretion, to terminate, modify or suspend the Promotion in the event of fraud, technical difficulties or failures, or any other factor beyond Company's reasonable control interferes with, affects or corrupts the proper administration, security, fairness or integrity of the conduct of the Promotion. In such event, Company reserves the right (but does not have the obligation) to award prizes at random among eligible, non-suspect entries received prior to

the suspected impairment. Company also reserves the right to substitute a prize of greater or equal value.

20. Disqualification. Company reserves the right to disqualify any person tampering with the entry process, the operation of the Company website, or who is otherwise in violation of these Official Rules or any laws.

21. Disputes. Any and all disputes, claims, and causes of action arising out of or connected with the Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Madison and/or Milwaukee, Wisconsin. Any and all claims, judgments and awards of damages relating to the Promotion and any prizes awarded will be limited to actual out of pocket costs incurred in entering the Promotion, but shall not include attorneys' fees or costs incurred in bringing a cause of action.

22. Winner Information. For the name of the prize winner, send a separate, stamped, self-addressed envelope with a written request for information on the winner of this contest to:

Laura Tofte
Auer Steel & Heating Supply Co.
865 Xenium Lane North
Plymouth, MN 55441