

OFFICIAL RULES
FERGUSON HVAC DAY & NIGHT® ATV PROMOTION

To Enter:

The Ferguson HVAC Day & Night® ATV Promotion Giveaway ("Drawing") period begins on May 1, 2023 and ends on July 31, 2023 ("Promotion Period"). No purchase necessary to enter.

Automatic entry option: You will be automatically entered for a chance to win with each Day & Night motor bearing unit purchased during the Promotion Period.

Alternate Method of Entry: You will be entered into the Drawing upon receipt of your online submission at <https://www.fergusonhvac.com/news/industry-news/win-an-atv/> or in receipt of a handwritten 3 x 5 index card that provides your name, company name and account number, address and phone number during the Promotion Period. **IMPORTANT:** Online entries or entry cards received without company name and account number will be automatically disqualified. Entries are to be sent to Ferguson Enterprises Marketing Department, Attention: Debra Weedon, 6652 W Buckeye Rd, Phoenix, AZ 85043. All entry cards must be received by the last day of the Promotion Period. You may also enter using the online form at hvacbusinessresourcecenter.com. Duplicated entries will not be accepted. All entries become the exclusive property of Ferguson Enterprises, LLC. ("Ferguson") and will not be returned.

You understand that by submitting an entry you are: (1) accepting the terms of these Official Rules and agreeing to be bound by them; and (2) you are opting-in to receive e-mail from Ferguson. All e-mail related to the Drawing will contain opt-out instructions.

Eligibility:

Open to all HVAC customers of participating Ferguson locations. The customer must be 21 years of age and in good credit standing with Ferguson. The prize will be awarded to the business owner. The owner may distribute all or part of the prize to an employee(s) if so desired. The following persons are not eligible to enter the Drawings: (a) employees of Ferguson Enterprises, Inc. or its affiliates, subsidiaries or vendors; and (b) immediate family members and persons living in the same household as the persons identified in (a) above. Void outside the United States or where prohibited or restricted by law.

Prize Details:

- 2022 Polaris® ATV

The prize may not be transferred, substituted, or exchanged. ALL FEDERAL, STATE AND LOCAL TAXES THAT MAY APPLY FROM THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS. ALL PRIZES WILL BE AWARDED TO THE LUCKY WINNERS. In the event a winner must forfeit for any reason and provided enough notice is provided to allow Sponsor to draw a new winner, forfeited prize will be awarded to new winner. If Sponsor is unable to find a new eligible winner after a second drawing, Sponsor is not required to award the forfeited prize.

Winner Notification:

The winner(s) will be drawn from all eligible entries received and announced in August 2023. Odds of winning will depend upon the number of eligible entries received. Winners will be notified by telephone or email. Failure to comply with any rule, regulation or limitation will result in the forfeiture of the prize, in whole or in part.

The winner will receive a copy of an Affidavit of Eligibility and Publicity Release ("Affidavit and Release"). Within ten (10) days of receipt of the Affidavit and Release, the winner shall be required to sign and return to Ferguson the Affidavit and Release. The winner must provide their full legal name, mailing address (do NOT use a PO Box) and social security number or federal ID tax number in the Affidavit and Release. Failure to sign and return the Affidavit and Release within the time requested may result in forfeiture of the prize. No responsibility is assumed for lost, stolen, late or misdirected mail. The Affidavit and Release is null and void if incomplete, illegible or erroneous.

Winner List:

For a listing of the prize winner(s), send a self-addressed, stamped envelope to: Ferguson Enterprises Marketing Department, Attention: Debra Weedon, 6652 W Buckeye Rd, Phoenix, AZ 85043.

General Conditions:

The Drawing will be governed, construed and interpreted under the laws of the United States. By entering the Drawings, participants agree to be bound by these Official Rules and the decisions of Ferguson on all matters relating to the Drawings. Entrants consent to the use of their names, addresses, likeness, and any statements they make in connection with the Drawings or about Ferguson in general, without additional compensation unless prohibited by law. Ferguson may request, at their discretion, that the entrant/winners provide any of the foregoing information to Ferguson. Entrants and winners also consent to being contacted by Ferguson or a third party with whom either company has a relationship regarding one or more of either company's products and/or services.

Limitations of Liability:

By entering the Drawing, entrants agree to release Ferguson and their respective affiliates, parents and subsidiaries, and their respective employees, agents, and representatives (collectively, "Sponsor Entities") from any and all liability, claims, or actions of any kind whatsoever for injuries, damages, or losses to person or property that may be sustained in connection with entering the Drawings or the receipt, ownership, or use of a prize or with participation in this Drawings, including malfunctions of electronic equipment, computer hardware, software, malfunctions of the entrant's email provider, incorrect email addresses, lost, late, incomplete, or misdirected Entries. If for any reason (including tampering, unauthorized intervention, fraud, or any other cause that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Drawings), the Drawings is not capable of being conducted as described in these Official Rules, Ferguson shall have the right, at its sole discretion, to cancel, terminate, or suspend the Drawings.

Ferguson reserves the right to disqualify any individual it finds has tampered with the entry process or the operation of the Drawings, or who has acted in violation of these Official Rules or any applicable state, federal, or local laws or regulations, or is acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. **CAUTION: ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWINGS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO PROSECUTE SUCH PERSON AND/OR SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULL EXTENT PERMITTED BY LAW.**

Drawings Rules:

Copies of the Official Rules will be available at all participating Ferguson locations.

Sponsors:

This Promotion is sponsored by Ferguson Enterprises, LLC and participating product vendors.