**OFFICIAL RULES**

**FERGUSON FUJITSU ULTIMATE YELLOWSTONE SNOWMOBILE PROMOTION**

**To Enter:**

The Ferguson **FUJITSU ULTIMATE** **YELLOWSTONE SNOWMOBILE** Promo period begins on JULY 1, 2023, and ends on SEPT. 30, 2023. No purchase necessary to enter.

Automatic entry: Purchase a minimum of $50,000 in Fujitsu equipment. You also must have a minimum of 15% year-over-year growth, the top eight (8) $50,000 threshold and growth customers will earn a spot.

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 professional HVAC customers of the following participating Ferguson locations: All Participating Ferguson HVAC locations in New York, New Jersey, Pennsylvania, Salisbury, Maryland, and Delaware only. The customer must be 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: (a) employees of Ferguson Enterprises, LLC 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:**

Eight (8) Spots are available for this trip, retail value per person $2,500.

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 identify a new winner, forfeited prize will be awarded to new winner. If Sponsor is unable to find a new eligible winner after a second attempt, Sponsor is not required to award the forfeited prize.

**Winner Notification:**

The winner(s) will be determined from all eligible entries received and announced around October 6th, 2023. The eight (8) participants who have qualified by having the highest year over year percentage increase and highest purchases of equipment will be awarded the prize. In the event of a tie, the tying participants will be entered into a random drawing to determine the winner of the remaining prize(s). Odds of being selected 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 winners 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, LLC., Attention: Nikki Heinricy, 10205 Tenth Ave N. Plymouth, MN 55441. Requests received after Sept. 30, 2023, will not be fulfilled.

**General Conditions:**

The Promotion will be governed, construed, and interpreted under the laws of the United States. By entering the Promotion, participants agree to be bound by these Official Rules and the decisions of Ferguson on all matters relating to the Promotion. Entrants consent to the use of their names, addresses, likeness, and any statements they make in connection with the Promotion 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 Promotion, 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 Promotion or the receipt, ownership, or use of a prize or with participation in this Promotion, 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 Promotion), the Promotion 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 Promotion.

Ferguson reserves the right to disqualify any individual it finds has tampered with the entry process or the operation of the Promotion, 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 PROMOTION 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 FUJITSU