

OFFICIAL RULES
FERGUSON PICK'EM POOL PROMOTION

To Enter:

The Ferguson PICK'EM POOL Promotional period begins on SEPT. 6 and ends on DEC. 31, 2024. No purchase necessary to enter.

Automatic entry option: Submit your weekly football pool winning team choices for the Saturday & Sunday games be given to the branch manager by COB on Friday. The entrant who submits the winning pool will receive a Ferguson cap. All winners will be announced every Tuesday.

In the event of a tie, the total number of points for the Monday night game without going over will determine the winner.

Weekly winners will then be entered into a Grand Prize Drawing for (i) an Official NFL Jersey, or (ii) Sweatshirt & Tumbler. The winners will be able to designate the team of their choice. The Grand Prize will be given out at the end of the promotional period.

Alternate Method of Entry: You will be entered into the Grand Prize Drawing upon 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: Entry cards received without company name and account number will be automatically disqualified. Entries are to be sent to Ferguson Enterprises, LLC, Attention: Nikki Heinricy, 10205 Tenth Ave N. Plymouth, MN 55441. All entry cards must be received by the last day of the Promotion Period. Electronic or mechanically 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 professional HVAC customers of the following participating Ferguson locations: All Participating Ferguson HVAC locations in Pennsauken, NJ, Egg Harbor, NJ, King of Prussia, PA, Harrisburg, PA, Pittston, PA, West Chester, PA, Feasterville-Trevoze, PA, Levittown, PA, New Castle, DE, Lewes, DE & Salisbury, MD 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 the Drawings: (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:

A total of 11 weekly winners of the hats will be selected based on the number of correct choices submitted with their weekly pool with one (1) winner per branch, per week during the promotion period. Hat retail value is: \$15.00.

Eleven (11) winners will be randomly drawn to each receive their choice of one (1) Official NFL Jersey, or or one (1) Sweatshirt & Tumbler set of the team of their choice , retail value of \$200.00. Only the 198 weekly winners will be eligible for the Grand Prize Drawing.

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 weekly winner will be drawn and announced Every Tuesday from September to December 2024. The grand prize winners will be drawn at the end of the promotion on or before January 6th, 2025. Odds of winning the grand prize will depend upon the number of weekly pool wins 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, send a self-addressed, stamped envelope to: Ferguson Enterprises, LLC., Attention: Nikki Heinricy, 10205 Tenth Ave N. Plymouth, MN 55441. Requests received after January 5th, 2024 will not be fulfilled.

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 Ecobee & Service First.