

The One Hour Heating & Air Conditioning Colorado Eagles Giveaway (the "Giveaway") from One Hour Heating & Air Conditioning Franchising SPE LLC (the "Sponsor") begins on October 20<sup>th</sup>, 2023 at 7:00 AM EST and runs through 11:59 PM EST on April 12<sup>th</sup>, 2024. For a chance to win the Giveaway, the Sponsor must receive your entry via [CONTEST LANDING PAGE LINK] by 11:59 PM EST on April 12<sup>th</sup>, 2024. The Colorado Eagles are not a sponsor of this Giveaway. The Colorado Eagles are not a sponsor of this Giveaway but merely the provider of the prize elements.

Sponsor will randomly select the name of five (5) finalists by the close of the business day 5:00 PM EST on April 12<sup>th</sup>, 2024. Sponsor will announce the name of five finalists by the close of the business day 5:00 PM EST on April 15<sup>th</sup>, 2024. The finalists will be notified via e-mail. If you are selected and meet the eligibility requirements, The Colorado Eagles will contact you to coordinate fulfillment of the grand prize drawing to take place at the Eagles home game on April 20<sup>th</sup>, 2024. Winner of the grand prize will be randomly drawn from the five (5) finalists at the Eagles home game on April 20<sup>th</sup>, 2024. Winners of the Prize (including providing all documentation required) must claim the Prize by the close of business on April 20<sup>th</sup>, 2024.

#### **ELIGIBILITY:**

No purchase necessary. Only one (1) entry per user. Entrants must be eighteen (18) years of age or older at the time the entry is submitted and be a legal US resident. The Giveaway is not open to any individual that is the parent, sibling, spouse, or any member living in the same household (whether or not related) as an employee, officer or director of Sponsor, or any of its respective agencies, affiliates, subsidiaries, or parent companies ("the Sponsor Affiliates"). Sponsor reserves the right to require proof of eligibility. By participating, you agree to these Official Rules, that all decisions by Sponsor are final and binding in all respects, and accept and agree to be bound by these Official Rules. You agree that submission of your entry constitutes your agreement to be part of the Giveaway and to receive promotional and other solicitations from or on behalf of Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual from the Giveaway that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Giveaway, to be acting, or be, in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Giveaway. Any use of any robotic, automatic, macro, programmed, copied, or like entry methods, will void all such entries by any such methods, and will disqualify any participant using such methods. **Any entry that the Sponsor determines is incomplete or believes to be fraudulent or corrupted is void and will not be accepted and will be disqualified from the Giveaway. Multiple entries from the same individual or that violate these rules of eligibility will result in disqualification of the entry and the individual.**

#### **WINNERS/PRIZE:**

The Sponsor will be awarding five (5) prize package to five finalists and one (1) finalist will receive the Grand Prize. The Prize packages are the following; Grand Prize – 2 season tickets for the 2024-2025 season of the Colorado Eagles and Finalists – 2 tickets to the Colorado Eagles Home Game on April 20<sup>th</sup>, 2024 (the total approximate retail value of each package is: \$1,512.00 Grand Prize, \$50 Each Finalist Package). Each Prize is non-transferable and no substitutions may be made. Sponsor may require the winners to sign an affidavit of eligibility and liability/publicity release, as well as participate in publicity events. All expenses not specified herein, including, without limitation, all federal, state and local taxes, are the winners' sole responsibility. Winners must claim the Prize by the close of business on April 20<sup>th</sup>, 2024. Failure to timely claim the Prize (including providing all documentation required) by the deadline will result in forfeiture of the Prize.

In the event that a potential winner is disqualified for any reason, Sponsor may, at its option, award the Prize to an alternate winner. Only three (3) alternate awards will be attempted, after which the Prize will remain unawarded. The right to receive the Prize is non-transferable and the Winners have no right of substitution (in cash or otherwise). Sponsor reserves the right to substitute a prize of equal or greater value in the event any portion of the Prize is unavailable, as determined in its sole discretion.

**ANNOUNCEMENT OF WINNERS:**

Sponsor will announce the winners of the Prize by April 25<sup>th</sup>, 2024 on the website listed above, and the winners will be notified by e-mail. To request a list of the Winners, please email [onehour@authoritybrands.com](mailto:onehour@authoritybrands.com) by April 25<sup>th</sup>, 2024.

**DISCLAIMER, LIMITATION OF LIABILITY, OTHER REQUIREMENTS:**

All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Except where prohibited by law, by entering the Giveaway, each entrant consents to the use of his/her name, voice, picture, likeness and biographical data, company name and/or any other information contained in his/her entry in advertising, promotional and marketing materials by Sponsor and the Sponsor Affiliates without additional compensation, which may require, without limitation, winner to appear in person or in an Internet broadcast or video. In addition, by entering, all entrants, except where prohibited by law, consent to being photographed, filmed, taped and/or interviewed and/or their name and likeness being included in printed or electronic publications about the Giveaway. In connection therewith, all entrants hereby grant full permission and consent, and assign all rights, title and interest to Sponsor and the Sponsor Affiliates to utilize any of the results of such photographing, filming, taping and/or interviewing, and the use of their name and likeness, in any and all media now known or hereafter devised, including, the World Wide Web, and do hereby release and agrees to indemnify and hold harmless Sponsor and the Sponsor Affiliates, and all of their respective directors, officers, employees, representatives, agents, successors and assigns from any and all liability for any injuries, loss or damage of any kind to person(s), including death, property, and intellectual property infringement, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize or participation in the Giveaway. The winners shall bear all risk of loss or damage to his/her Prize after taking possession of the Prize.

Sponsor may require the winners to sign, have notarized and return an affidavit of eligibility, including proof of identity, and a liability/publicity release within five (5) days of receipt of such document(s) or else the Prize will be forfeited. All Prize claims and winner materials will be verified by the Giveaway judges. If, for any reason, the Giveaway is not capable of running as planned for any reason, including but not limited to, any infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or other cause beyond Sponsor's control which Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Giveaway, in whole or in part, and reserves the right to perform a random drawing from among all eligible entries received prior to such cancellation, suspension or modification of the Giveaway or as otherwise may be deemed fair and appropriate by Sponsor. Sponsor shall not be liable in the event it disqualifies any individual in violation of these Official Rules. Sponsor shall not be liable for any entry that is not received, is misdirected, late, lost, stolen, illegible, or has postage due. Sponsor is not responsible for contacting any winner that has changed contact information and failed to provide Sponsor in a timely manner with the proper contact information when such information is required.

Neither Sponsor nor the Sponsor Affiliates make any warranty, representation, or guarantee, express or implied, in fact or in law, regarding or relative to the value or use of any Prize including, without limitation,

quality, merchantability, or fitness for a particular purpose. Neither Sponsor nor the Sponsor Affiliates are responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by Sponsor or the Sponsor Affiliates, the user, by any of the equipment or programming associated with or utilized in this Giveaway, or by any human error which may occur in the receipt or processing of the entries in the Giveaway and that may limit a participant's ability to participate in the Giveaway. Sponsor reserves the right to modify these Official Rules in any way or at any time, as long as Sponsor gives reasonable notice, which shall be deemed to be fulfilled once the modified Official Rules are posted on the website listed above.

IN NO EVENT WILL SPONSOR OR SPONSOR AFFILIATES BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

**RELEASE:**

The winners, by acceptance of any Prize, agree to and do hereby release Sponsor and Sponsor Affiliates from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the Prize.

**MISCELLANEOUS:**

This Giveaway is subject only to the laws of Maryland in the United States. Prize will be awarded and/or delivered only to addresses within the United States. Unclaimed prizes will not be awarded. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law. Failure to comply with these Official Rules may result in disqualification.

**ENTRANT'S PERSONAL INFORMATION:**

Information collected from entrants is subject to and will be used in accordance with One Hour Heating & Air Conditioning's Privacy Policy (as amended from time to time) as set forth in the footer section of <https://www.onehourheatandair.com/>.

**ARBITRATION/CHOICE OF LAW:**

Except where prohibited, participants in the Giveaway agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, or any prizes awarded, or the administration of the Giveaway or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of Maryland, U.S.A. pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for and participants hereby waive all rights to claim 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. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to conflicts of law doctrine.

**THIS GIVEAWAY IS VOID WHERE PROHIBITED BY LAW. NO PURCHASE NECESSARY.**