

## OFFICIAL SWEEPSTAKES RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

**SPONSOR:** Building Industry Association of Greater Louisville PAC, 1000 North Hurstbourne Parkway, Louisville, KY 40223 ("BIPAC" or "Sponsor").

**SWEEPSTAKES ELIGIBILITY:** Subject to the additional restrictions below, the Building Industry Association of Greater Louisville PAC Sweepstakes (the "Sweepstakes") is open to legal residents of the states of the United States of America who are at least 18 years of age or older at time of entry (each, a "Participant"). Any person who enters, attempts to enter, or in any way participates or attempts to participate in the Sweepstakes conducted by Sponsor agrees to be bound by the terms and conditions provided in these Official Rules, as well as by BIPAC interpretations of these Official Rules which are final and binding in all matters relating to the Sweepstakes.

**PRIZES:** Subject to verification of eligibility and compliance with these Official Rules, the selected winners will win the following prizes:

- First Prize: \$10,000
- Second Prize: \$2,000
- Third Prize: \$500

Prizes will be made payable by check. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Prizes may be subject to terms, conditions, expiration dates, and restrictions imposed by the manufacturer/issuer of the prize.

**ENTRY PERIOD:** The Sweepstakes Entry Period begins July 1, 2021 and ends September 17, 2021. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes.

### HOW TO ENTER:

There are two (2) methods of entry for this Sweepstakes:

- **Purchase method:** To enter, purchase a ticket to the BIPAC event held on October 4, 2021 at the Locust Creek Clubhouse, complete all required information on the ticket, and return to an authorized representative of Sponsor no later than October 1, 2021.
- **Mail-in method:** To enter without making a purchase, send a standard size postcard measuring 4.25" x 5.5" (or piece of paper in a self-addressed stamped envelope) hand-printed with your full name, full address, email, phone number, and optional opt-in for marketing emails to: BIPAC Sweepstakes, 1000 N. Hurstborne Parkway, Suite 100, Louisville, KY 40223. All entries and information collected will be verified as true and accurate, inaccurate or incomplete information

will void such entry. ***All entries must be received by October 1, 2021 to be eligible.*** Each request must be original and handwritten. No mechanically reproduced, computer generated, or photocopied requests permitted. All such requests will be void and will not be fulfilled. Sponsor not responsible for lost, late misdirected, illegible, incomplete, damaged, mutilated, or postage-due mail.

Limit fifteen (15) entries per person, regardless of method of entry.

**WINNER SELECTION and ODDS:** At or about 7:00 p.m. EST on October 4, 2021 at the BIPAC event, Sponsor will conduct three (3) random drawings from among all eligible entries received during the Sweepstakes Entry Period. The first drawing will award the Third Prize, the second drawing will award the Second Prize, and the third and final drawing will award the First Prize.

Odds of winning depend on the number of eligible entries received.

#### **HOW TO CLAIM PRIZE:**

**Prerequisites to Prize Award:** Prior to being awarded a Prize, the winners may be required to provide (1.) a valid government-issued photo identification depicting proof of age; and (2.) a valid social security number to be used for tax-reporting purposes (if required). BIPAC reserves the right to deny awarding a Prize if the winner fails to provide satisfactory identification, as determined in BIPAC'S sole discretion. A winner will be required to execute an Affidavit of Eligibility/Release of Liability, a completed IRS W-9 and Publicity Release (if required) before any Prize is awarded. By entering the Sweepstakes, Participant agrees to execute these documents if selected as a winner in order to receive their Prize. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.

**RELEASE OF LIABILITY AND INDEMNIFICATION:** As consideration for entering the Sweepstakes, the Participant agrees to RELEASE, DISCHARGE, AND COVENANT NOT TO SUE, Sponsor and the other sweepstakes entities (as described above) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each such company's officers, employees, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively the "Released Parties"), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives, or next of kin) have or might have arising out of the Sweepstakes, including, but not limited to, any claims for any death, injury, damage, or claimed injury or damage, loss of enjoyment, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties, or any other harm whatsoever arising out of: (1) participation in the sweepstakes; (2) the quality, receipt, possession, use, or misuse of any prize; or (3) any travel or activity that is related to the sweepstakes or any prize.

Additionally, as consideration for entering the Sweepstakes, Participant agrees to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including, in but not limited to, tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriations of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representative or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Sweepstakes or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form by the Released Parties.

**TAXES:** The verified prize winners are solely responsible for determining and paying all federal, state, and local taxes (including any sales taxes), if applicable. Any person winning over the IRS annual prize-winning level will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

**PUBLICITY RELEASE:** Unless prohibited by applicable law, Participant authorizes and irrevocably grants to BIPAC and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and Participant's participation in the Sweepstakes in publications and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose BIPAC and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name and other personal/biographical material or their participation on-air without any additional remuneration.

**DISQUALIFICATION:** The Participant, by entering the Sweepstakes agrees to be bound by these Official Rules. Non-compliance with any of the Official Rules will result in disqualification and all privileges as a Participant will be immediately terminated. BIPAC in its sole discretion, further reserves the right to disqualify any Participant for: (1) tampering with the entry process or the operation of the Sweepstakes; (2) gaining an unfair advantage in participating in the Sweepstakes; (3) submit false, fraudulent or deceptive entries, or obtain winner status using false, fraudulent, or deceptive means; or (4) engaging in otherwise unsportsmanlike, uncooperative, disruptive, annoying, harassing, or threatening behavior.

**RULES CHANGES AND INTERPRETATIONS:** BIPAC reserves the right in its sole discretion to supplement or make changes to these Official Rules at any time without notice. BIPAC reserves the right in its sole discretion to interpret the Official Rules, and such interpretation shall be binding upon all Participants.

**CONTEST CANCELLATION, SUSPENSION, OR MODIFICATION:** BIPAC reserves the right to cancel, terminate, modify, or suspend the Sweepstakes if the Sweepstakes is not capable of being completed as planned for any reason. The decision of BIPAC to cancel, terminate, modify or suspend the Sweepstakes shall be final in all respects.

**Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZE(S), ARE PROVIDED "AS

IS” AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DELAYS IN THE POSTAL SYSTEM; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT’S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prizes by a random drawing among all legitimate eligible prize claims.

**CONSTRUCTION:** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**GOVERNING LAW AND JURISDICTION:** This Sweepstakes shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without reference to its conflict of laws principles. By entering the Sweepstakes, Participant hereby submits to the jurisdiction and venue of the federal and state courts of Kentucky and waives the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of the Sweepstakes.

**OFFICIAL RULES/LIST OF WINNERS:** Copies of these Official Rules may be obtained by sending a self-addressed stamped envelope to: BIPAC, Official Rules, 1000 North Hurstbourne Parkway, Louisville, KY 40223. For a list of the Sweepstakes winner, send a self-addressed, stamped envelope to: BIPAC, Winners List, 1000 North Hurstbourne Parkway, Louisville, KY 40223 (after October 15, 2021).

**DATA COLLECTION:** Building Industry Association of Greater Louisville PAC collects personal data from entrants when they enter the sweepstakes. Personal data may include, but is not limited to: name, address, and email address. As part of the entry submission process, you may opt in to be added to lists to receive promotional emails from the Building Industry Association of Greater Louisville. Opting out of promotional emails is possible (as provided within such marketing materials, e.g., using the “unsubscribe”

feature provided in such emails), will not affect your chances of winning, and is not required for participation in the sweepstakes.

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