## BRADFORD WHITE CORPORATION LOOT FOR BRUTE® PROMOTION TERMS AND CONDITIONS

<u>Applicability</u>. The Loot for Brute® Promotion ("Promotion") is offered by Bradford White Corporation ("Sponsor") to reward eligible contractors (each a "Participant") purchasing Brute® products with a VISA Gift Card. This Promotion applies to Qualifying Purchases (as defined below) made between September 15, 2024, and October 30, 2024, inclusive (the "Promotion Period"). By participating, you agree that you have read and agree to these terms and conditions.

<u>Eligibility</u>. This Promotion is open to entities organized under the laws of the United States, any state thereof, or the District of Columbia and/or legal residents of the United States who are 18+ years or older at the time of purchase. Employees, officers, and directors of Sponsor, its affiliates, subsidiaries, advertising and promotional agencies, and their immediate family members (spouse, parent, child, sibling, and their respective spouses) and those living in the same household of each are not eligible to participate.

<u>Qualifying Purchase</u>. A "Qualifying Purchase" is defined as the purchase of Brute® product(s) from an authorized distributor or retailer within the Promotion Period.

Reward. Eligible Participants making a Qualifying Purchase will receive a VISA Gift Card. The value of the VISA Gift Card is determined by the specific Sponsor product(s) purchased; (a) \$50.00 for every Brute® Mini purchased; (b) \$100.00 for every Brute® Wall-hung purchased; and (c) \$150.00 for every Brute® Floor Standing purchased and may vary based on the purchase amount or specific Brute products purchased. The VISA Gift Card is subject to VISA's terms and conditions. All federal, state, and local taxes and other costs associated with the VISA Gift Card and its use are the sole responsibility of the Participant.

Redemption Process. Visit forthepro.bradfordwhite.com/bruteloot to obtain a printable redemption form. Complete and sign the redemption form (P.O. Boxes are NOT accepted) and enclose the redemption form with the proof of purchase showing your Qualifying Purchase(s) made during the Promotion Period and either (a) email to bwc.marketing@bradfordwhite.com; or (b) mail to: Bradford White Corporation Attn: Loot for Brute, 725 Talamore Dr. Ambler, PA 19002. Requests must be received by November 15, 2024. Incomplete or unsigned forms will be ineligible and will be denied. The VISA Gift Card will be mailed to the address provided within 4-6 weeks of processing of the redemption form.

General Conditions. Sponsor reserves the right to verify the eligibility of all Participants. In the event of fraud, abuse, or any form of misconduct, Sponsor reserves the right to void the reward and disqualify the Participant. Sponsor reserves the right to cancel, suspend, or modify the Promotion if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor's decisions are final and binding in all matters relating to the Promotion.

## Limitation of Liability.

- (a) IN NO EVENT SHALL SPONSOR BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY INCORRECT OR INACCURATE INFORMATION SUPPLIED BY PARTICIPANTS OR OTHER ERRORS, WHETHER CAUSED BY PARTICIPANTS, PRINTING ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION.
- (b) SPONSOR IS NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, SOFTWARE, OR TELEPHONE MALFUNCTIONS OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS, OR FAILED, INCORRECT, INACCURATE, INCOMPLETE, GARBLED, OR DELAYED ELECTRONIC COMMUNICATIONS CAUSED BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THIS PROMOTION OR BY ANY HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF THE ENTRIES IN THIS PROMOTION.
- (c) BY PARTICIPATING IN THIS PROMOTION, PARTICIPANT AGREES TO RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS SPONSOR AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY OR DAMAGES ASSOCIATED WITH THIS PROMOTION OR ACCEPTANCE, USE, OR MISUSE OF ANY PRIZE RECEIVED IN THIS PROMOTION.

<u>Privacy</u>. By participating in the Promotion, Participant agrees that their personal information provided to Sponsor in connection with this Promotion will be used by Sponsor for the administration of the Promotion and in accordance with Sponsor's Privacy Policy, which may be found at https://www.bradfordwhitecorporation.com/bradford-white-corporation-privacy-policy/.

Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.

<u>Submission to Jurisdiction</u>. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan in each case located in the County of Kent, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.