Lennox 12 Days of Giving Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN TO LEGAL RESIDENTS OF THE UNITED STATES AND CANADA (EXCLUDING QUEBEC) WHO HAVE REACHED THE LEGAL AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AND WHO ARE EMPLOYEES OF LENNOX AUTHORIZED DEALERS. VOID IN QUEBEC AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. **GENERAL:** The Lennox 12 Days of Giving Sweepstakes (the "**Sweepstakes**") is sponsored by Lennox Industries Inc., 2100 Lake Park Boulevard, Richardson, Texas 75080 ("**Sponsor**"). The Sweepstakes is subject to these Official Rules and to all applicable federal, state, provincial/territorial, and local laws. Void in Quebec and where prohibited or restricted by law.
- 2. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the United States and Canada (excluding Quebec) who have reached the legal age of majority in their jurisdiction of residence and who are employees of Lennox authorized dealers as of the date of entry. Employees, officers, and directors of Sponsor, its parent company, subsidiaries, affiliates, advertising agencies, promotional suppliers, prize providers (collectively, "**Sweepstakes Entities**") and the immediate family members (spouses, parents, children and siblings and their spouses) or members of the same household (whether related or not) of such individuals are not eligible to enter or win.
- 3. **HOW TO ENTER:** The entry period begins at 12:01 a.m. Central Time on December 10, 2018 and ends at 11:59:59 p.m. Central Time on December 31, 2018 (the "**Entry Period**"). Enter during the Entry Period by going to www.lennoxpros.com/promotions and submitting an entry form. Entry is during the Entry Period only, and you may not enter outside of the Entry Period.

Limit one (1) entry per person per day (i.e., 12:00:00 a.m. CT to 11:59:59 p.m. CT) during the Entry Period. Entrants who submit an entry form from 12:01 a.m. Central Time on December 25, 2018 to the expiration of the Entry Period will receive two (2) entries per entry form (but still may only submit one (1) entry form per day). A potential winner may be required to provide identification sufficient to show that he/she was the person who completed the entry form.

All entries become the property of Sponsor and will not be returned to entrant.

4. **PRIZES AND ODDS:** There are twelve (12) daily prizes (each, a "**Daily Prize**"), along with five (5) grand prize packages (the "**Grand Prize**") available to be won, as follows:

Day 1 (**December 10**): Wireless charging earbuds (Approximate retail value ("ARV") = US \$42.62/CAN \$58.57)

Day 2 (December 11): Online Retail Gift Card (\$50) (ARV = US \$50/CAN \$66.52)

Day 3 (December 12): Waterproof Bluetooth Speaker (ARV = US \$52.60/CAN \$70.62)

Day 4 (December 13): 64oz Stack Growler (ARV = US \$67.45/CAN \$90.56)

Day 5 (December 14): ifedelity Noise Reduction Bluetooth headphone (ARV = US \$88.91/CAN \$119.38)

Day 6 (December 17): Hunt Gift Box (ARV = US \$100/CAN \$134.27)

Day 7 (December 18): Online Retail Gift Card (\$50) (ARV = US \$50/CAN \$66.52)

Day 8 (December 19): Golf Gift Box (ARV = US \$100/CAN \$134.27)

Day 9 (December 20): Remote control Wi-Fi drone with camera (ARV = US \$102.16/CAN \$137.17)

Day 10 (December 21): HD Action Camera (ARV = US \$124.28/CAN \$166.87)

Day 11 (December 24): Tool Gift Box (ARV = US \$125/CAN \$167.83)

Day 12 (December 25): 20 Quart Grizzly Cooler (ARV = US \$202.80/CAN \$272.29)

The Grand Prize Package consists of: 12.9 inch iPad Pro, Apple Pencil, Smart Keyboard Folio, Smartwatch (ARV = US \$1732/CAN \$2325.49). Use of gift cards are subject to the terms and conditions of the respective issuer(s).

Any difference between the ARV and the actual value of the prizes will not be awarded. The prize will be considered compensation to the winners.

All federal, state, provincial/territorial, municipal, and local taxes associated with receipt or use of a prize are the sole responsibility of winner. For US winners, Sponsor will file an IRS Form 1099 for the value of the prize if legally required to do so, and in that instance winner will be required to furnish his or her social security number and complete and return an IRS W-9 form for purposes of same. Canadian winners are solely responsible for the reporting and payment of any taxes relating to their prize. **Please note that there is no cash award associated with the prizes.**

Odds of winning depend on the number of eligible entries received in the Entry Period at the time of drawing.

5. **WINNER SELECTION AND NOTIFICATION**: During the period of December 10, 2018 through December 25, 2018, one (1) drawing for a Daily Prize will take place for each of the twelve (12) days of the Sweepstakes on the business day immediately following the day (*e.g.*, The drawing for Day 1 of the Sweepstakes will take place on December 11, 2018). Each day's potential Daily Prize winner will be selected by random drawing from among all eligible entries received during the Entry Period up to the time of the drawing. A drawing for the Grand Prizes will take place on or around January 4, 2019. The potential Grand Prize winners will be selected by random drawing from among all eligible entries received during the Entry Period. Drawings will be conducted by Sponsor or Sponsor's representative, whose decisions are final and binding. Limit one (1) prize per household. Each potential winner will be notified via email at the email provided at time of entry and must respond to the notification within the time period specified by Sponsor, or that winner will be disqualified and another potential

winner selected. FOR CANADIAN RESIDENTS ONLY: Prior to being confirmed as a winner, any eligible winner from Canada will be required to correctly answer a mathematical skill-testing question without mechanical or other aid. The potential winner(s) will be required to complete and return an affidavit of eligibility, a liability release, and (where legal) a publicity release, which must be returned within the time period specified with such materials or Sponsor, in its sole discretion, may select an alternate potential winner. If a potential winner is found to be ineligible, or does not or cannot comply with these Official Rules (including, but not limited to, the requirement for a potential winner who is a resident of Canada to correctly answer a mathematical skill-testing question without mechanical or other aid), that potential winner will be disqualified, and an alternate potential winner will be selected.

6. **GENERAL TERMS AND CONDITIONS**: To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor or the other Sweepstakes Entities in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes or any prize awarded shall, to the fullest extent permitted by applicable law, be resolved exclusively in the appropriate federal or state court located in Dallas County, Texas, and entrants hereby consent and submit to the personal jurisdiction of such courts.

Sponsor reserves the right, in its sole discretion, to substitute one or more elements of a prize for a prize of equal or greater value. Except as determined by Sponsor in its sole discretion, no substitution of prize is offered, no transfer of prize to a third party is permitted, and prize may not be redeemed for cash value. Any difference between stated ARV of prize and actual value of prize will not be awarded. Any portion of prize not accepted by winner will be forfeited.

ACCEPTABLE CONDUCT: By entering this Sweepstakes, entrants agree to be 7. bound by these Official Rules and the decisions of the Sponsor or Sponsor's representative, which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten, or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 8. **LIMITATIONS OF LIABILITY**: Sponsor assumes no responsibility or liability for: (a) any incorrect or inaccurate registration or entry information, or for any faulty, failed, garbled, or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction, or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation, or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, or providers utilized in any aspect of the operation of the Sweepstakes; or (d) any injury or damage to participant's or to any other person's computer, cell phone, or other device which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes in whole or in part. In the event of cancellation, a random drawing will be conducted to award prizes from all eligible entries received prior to cancellation. Sponsor is not responsible for typographic or printer's errors. In no event will more than the number of prizes stated in these Official Rules be awarded.
- 9. **RELEASES**: All entrants, as a condition of entry into the Sweepstakes, agree to release the Sweepstakes Entities from and against any and all liability, claims, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: submitting an entry or otherwise participating in any aspect of the Sweepstakes; the receipt, ownership, or use of any prize awarded; or any typographical or other error in these Official Rules or the announcement or offering of any prize. Each winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety, or performance of any prize. Except for residents of TN and where prohibited by law, winner grants to Sponsor the right to print, publish, broadcast, and use worldwide in any media now known or hereinafter known (including without limitation use online at Sponsor's website, social media pages, or via Tweet) the winner's name/authorized dealer name, voice, statement, picture, or other likeness, without additional compensation, for public relations, advertising, and promotional purposes as may be determined by Sponsor. By accepting any prize, winner agrees for himself/herself and for their heirs, executors, and administrators to release, indemnify, hold harmless, and defend the Sweepstakes Entities and their respective officers, directors, employees, and representatives from any and all liability for any loss, harm, damages, costs or expenses, including, without limitation, property damages, personal injury and/or death, arising out of participating in this Sweepstakes, or the acceptance, possession, use, or misuse of any prize, and claims based on rights of publicity, rights of privacy, defamation, or prize delivery.
- 10. WAIVER. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF

OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZES OR OFFERS AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT WILL ATTORNEY'S FEES BE AWARDED OR RECOVERABLE; AND (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES) AND/OR ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE FOREGOING MAY NOT APPLY TO EVERY ENTRANT.

- 11. **USE OF INFORMATION:** Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select the prize winner(s) and fulfill the prize(s), and will be subject to Sponsor's privacy policy at https://www.lennox.com/privacy-policy. If you are selected as a winner, your information may also be included in a publicly-available winner's list.
- 12. **WINNER'S LIST:** The names of the winners can be obtained by mailing a request, including a self-addressed postage-paid envelope, postmarked by February 1, 2019, to 2100 Lake Park Blvd., Richardson, TX 75080, Attn.: Lennox 12 Days of Giving Sweepstakes. Canadian residents may omit return postage.
- 13. **SPONSOR**: Lennox Industries Inc., 2100 Lake Park Blvd., Richardson, TX 75080.