

The following Program is intended for participants in the Washington State only and will be governed by the laws of the Washington. Do not enter this Program if you are not eligible or not currently located in Washington State. Further eligibility restrictions are contained in the official rules below.

Home Comfort Alliance: Comfort Counts

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF SELECTION. ODDS OF SELECTION DEPENDS ON NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.**

Program Administrator: Home Comfort Alliance, Attn: Comfort Counts, 9680 153<sup>rd</sup> Ave NE, Redmond, WA 98052

Program Sponsor: Home Comfort Alliance, Redmond, WA

## HOW TO ENTER

These rules govern Comfort Counts ("Program"), which is being conducted by Home Comfort Alliance ("HCA"). The Program begins on November 18, 2022 and ends on December 31, 2022 ("Program Dates").

To enter the Program, entrants may enter on-line beginning on November 18, 2022 at 12:00 AM PST and ending on December 31, 2022 at 11:59PM PST ("Entry Period"). Beginning November 18, 2022, and continuing until approximately 11:59 p.m., PST, December 31, 2022, entries may be mailed to "Comfort Counts" at 9680 153<sup>rd</sup> Ave NE, Redmond, WA 98052 or submit the entry on-line through the website, [www.homecomfortalliance.com/comfort-counts](http://www.homecomfortalliance.com/comfort-counts). Submissions must include a short explanation of why the person is being recommended to receive a new furnace.

Only one (1) entry per person is permitted. Entrants may not recommend themselves nor immediate family members living at the same residence. There will be one recipient selected in the Program.

HCA may discard any entries that it deems suspicious, objectionable or in poor taste, as determined by HCA in its sole discretion.

All entries must be received by the 11:59 PM, PST, on December 31, 2022.

## ELIGIBILITY RESTRICTIONS

- a. The Program is open to all persons who are legal U.S. residents of the state of Washington, eighteen (18) years of age or older, and who reside in King, Pierce or Snohomish County, Washington. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter the Program at any time, even if

such individuals meet the age and residency requirements above: (i) any employees (i.e., full-time, part-time and/or temporary employees) of HCA, affiliate companies of HCA, Carrier Corporation, Airefco Corporation, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (ii) any immediate family members of such employees, including, without limitation, current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (iii) any other individual legally residing in the same household (i.e., at the same address) of such employees, including, without limitation, roommates, housemates, significant others, and partners.

c. Unless HCA otherwise specifies, persons who have previously won a prize (cash, services, merchandise) from a Program event from HCA or affiliates are subject to the following restrictions: Persons who have won a prize sixty (60) days prior to entering the Program are not eligible to participate. These restrictions also apply to immediate household members of Program or prize recipients.

d. The nominator must agree to inform the recipient of their selection as the recipient.

e. The recipient must be the legal owner of and reside in the home in which the unit is being installed and the home must be located within the HCA service area as listed on [www.homecomfortalliance.com](http://www.homecomfortalliance.com).

f. The home will require a pre-inspection assessment to ensure compatibility with installation.

g. The recipient must have the prize installed by HCA no later than December 31, 2023.

h. The recipient is solely responsible for all future and maintenance to the prize once installation is complete including adherence to restrictions regarding manufacturer warranty.

i. To claim a prize, the Recipient must provide valid government-issued photo identification and provide their complete address, date of birth, phone number, email address and Social Security Number.

j. Entrants are required to provide truthful information and HCA will reject and delete any Submission that it discovers to be false or fraudulent. HCA will disqualify any Entrant who does not meet the eligibility requirements and will also delete any Submission as required by law.

k. This Program is subject to all applicable federal, state and local laws and regulations. By participating in the Program and/or acceptance of prize(s), Entrant agrees to comply with these Official Rules and the decisions of HCA, which are final and binding in all respects.

## PRIZE

One (1) prize will be awarded in the Program. The prize will be a replacement furnace sized appropriately for the recipient's home and valued at \$5000 which includes installation. The prize is not applicable to commercial applications or portable units. The recipient will be solely responsible for all federal, state and local taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize.

Prizes are not transferable or exchangeable and may not be substituted, except by Program Sponsor for reasons of unavailability, in which case, Program Sponsor may make a cash payment to recipient equal to the ARV of the prize or substitute a prize of

equal or greater value. HCA, Airefco, and Carrier Corporation assume no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. HCA reserves the right, in its sole discretion, to cancel or suspend the Program should a virus, bug, computer, or other problem beyond the control of HCA corrupt the administration, security or proper execution of the Program, or the Internet portion of the Program. Decisions of HCA/judges are final.

## JUDGING CRITERIA

A judging panel consisting of HCA employees will select one recipient from among all eligible entries based on financial need and circumstances.

## RECIPIENT SELECTION AND NOTIFICATION

Decisions of Program Sponsor with respect to the Program are final.

One (1) recipient will be selected as described above.

Odds of selection depends upon the number of entries received.

Recipients do not need to be a customer of HCA or be present to win. All recipients will be contacted later to arrange for prize delivery. HCA must be the sole installer of the prize and shipping of the prize will not be an option.

Potential recipient(s) will be notified of selection by email or a phone call. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases.

Upon notification or notification attempt, the potential recipient(s) will be required to respond to such notification attempt and must execute and return, along with the guest(s) of the recipient(s), an affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Program Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a recipient has not reached the age of majority in Washington State, the prize(s) will be awarded in the name of his/her parent or legal guardian who must also meet eligibility requirements. If a potential recipient(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential recipient forfeits the prize(s). HCA or Program Administrator nor any applicable Sponsor is not responsible for any changes in an entrant or recipient's email address, phone number, mailing address or other contact information.

## CONDITIONS

THIS PROGRAM IS VOID WHERE PROHIBITED. Entrants agree that this Program shall be subject to and governed by the laws of the State of Washington and the forum for any dispute shall be in Seattle, Washington. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Program are hereby excluded and any Entrant expressly waives any and all such rights. Certain restrictions may apply. Submissions are void if the Submissions are incomplete,

inaccessible or blocked, corrupted, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By entering and/or acceptance of prize(s), Entrants also agree (i) to be bound by these Official Rules; (ii) that the decisions of HCA and Program Sponsor(s) are final and binding with respect to all matters relating to the Program; and (iii) if the Entrant wins that Released Parties (defined below) may use the selection photographs and each Recipient's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Program or future promotions without compensation or approval (except where prohibited by law).

The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the discretion of HCA. HCA or its Program Administrator's computer or telephone system is the official time keeping device for this Program. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address, or (ii) is assigned to the mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. HCA, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Program. Failure to comply with the rules of the Program may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If HCA makes a good-faith determination that an entrant has cheated or committed fraudulent activity in connection with a Program, HCA may disqualify that entrant from entering and/or selection this and any or all future HCA administered Program and seek damages to the fullest extent permitted by law. HCA reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Program, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent HCA makes material changes to the terms and conditions of the Program, any such material changes will be posted on its website: [www.homecomfortalliance.com/comfort-counts](http://www.homecomfortalliance.com/comfort-counts) within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of HCA, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, HCA reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Program and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Program webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.

By entering the Program and/or acceptance of prize(s), all entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or

promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.

Each recipient will be required to produce identification satisfactory to HCA. For example, recipient(s) will be required to sign an affidavit of eligibility and release, including a publicity release, as prepared by HCA prior to receiving their prize. Each recipient will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from HCA in any calendar year where the aggregate value of all such prizes is \$600 or more. The Program is void where prohibited by law. Failure to comply with the terms and conditions applicable to Program entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Program. Any individual(s) that is found to be, or suspected of, tampering with a Program in any way, including without limitation by making a fraudulent entry, by engaging in any "deal-making" with or between other Program entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or selection any prize(s), as applicable, and may be banned from any future participation in any Program as determined by HCA at its sole discretion and on a case-by-case basis.

Participation in a Program and/or acceptance of prize(s) constitutes agreement by entrant and/or recipient (and by recipient's guest(s) if applicable) release, forever discharge, indemnify, and hold harmless HCA, its affiliates, parents, assigns, successors, employees, participating Program Sponsors, agents and all others connected with them and the Program (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Program, and the receipt and use of any prize(s) awarded (if any) through such Program arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by HCA, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Program.

The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Program or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals, or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or Recipient(s) (and

Recipient's guest(s) if applicable) including any results thereof such as changes in services or location necessitated by same; or (vii) any part of a Program that cannot be conducted and/or if a prize, either in whole or in part cannot be awarded due to the closure of any Program Sponsor location, if applicable, promoter or performer issues, acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, disease, national or regional emergency, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the sole control of HCA.

Except where prohibited, by entering the Program, each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Program or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Seattle, Washington; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) Entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Washington law governs the interpretation and construction of these Official Rules and all aspects related thereto.

#### PRIVACY

a. By participating in the Program, entrant agrees to the HCA Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located on [homecomfortalliance.com](http://homecomfortalliance.com). In the event of conflict between the HCA Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply. Any information that Twitter, Facebook, or Instagram collects through a Submission in the Program may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

#### RECIPIENTS' LIST/COPY OF OFFICIAL RULES

a. Any violation of these rules will result in disqualification. Consistent with Section 1(d), only one (1) Submission per Entrant is permitted. Any attempt by any one or more Entrants to obtain more than one (1) Submission by using the same phone number, email address, Twitter account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such Entrant(s) will be disqualified.

b. Copies of these rules are available at the HCA website:

<https://www.homecomfortalliance.com/comfort-counts>, in person at the HCA office, 9680 153<sup>rd</sup> Ave NE, Redmond, WA 98052 during regular business hours 8:00 a.m. (PT)

to 5:00 p.m. (PT), Monday through Friday, or by sending a request, along with a self-addressed stamped envelope, to HCA Attn: Comfort Counts at the same address.

c. For a list of Recipients', mail a request and a self-addressed stamped envelope to HCA, 9680 153<sup>rd</sup> Ave NE, Redmond, WA 98052 identifying 2022 List for Comfort Counts Program. All requests for Recipient lists must be mailed and received by HCA no later than December 31, 2023.