

## **Harvey Building Products The Big 360 Giveaway**

**You could win a 2019 Kawasaki® TERYX4™**

### **Official Rules**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.**

**BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES.**

**1. ELIGIBILITY:** This Sweepstakes is open to legal residents of the 50 United States who own their primary single-family home in one of the following states: **CT, ME, NJ, NH, NY, MA, PA, RI or VT**, who are twenty-one (21) years of age or older, whose primary single-family residence is located within a 45-mile radius of a Harvey Building Products warehouse, showroom or manufacturing location (collectively a "**Branch**") at the time of entry (the "**Entrant**"). Persons in any of the following categories are NOT eligible to participate or win a prize: Employees, officers, directors and agents of Sponsor, Administrator, and each of their affiliated companies, subsidiaries, licensees, franchisees, distributors, dealers, sales representatives, their advertising and Sweepstakes agencies, and any and all other companies associated with the Sweepstakes (collectively, the "**Sweepstakes Entities**") and each of their immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live; or persons who reside in the same household, whether related or not, as any person in any of the preceding categories. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor.

**2. SWEEPSTAKES TIMING:** The Harvey Building Products Big 360 Giveaway (the "**Sweepstakes**") will consist of thirty-six (36) unique local Branch drawings (envelopes) plus one (1) Grand Prize drawing (See Rule # 4 below). Entry begins Monday, August 27, 2018 at 12:00:01 a.m. Eastern Time ("**ET**") and ends at 11:59:59 p.m. ET on Monday December 31, 2018 (the "**Sweepstakes Period**").

Ten (10) potential winners will be randomly selected for each local Branch Sweepstakes (three hundred and sixty (360) in all) by the Sponsor, from all eligible entries received in each specific Branch during the Sweepstakes Period, on or about Monday, January 7, 2019. The Grand Prize drawing will be conducted on or about Monday, January 14, 2019. Only the winners of the local Harvey Building Products local Branch drawings will be included in the Grand Prize drawing.

Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Harvey Building

Products, 1400 Main Street, Waltham, MA 02451 (the “**Sponsor**”) and/or Cohen-Friedberg Associates, LLC, Framingham, MA 01702 www.cfapromo.com (the “**Administrator**”) whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

### 3. HOW TO ENTER:

- For each \$100 you spend at a local Branch on Harvey Building Products windows, you will receive one (1) entry in to that Branch’s Sweepstakes.
- At the end of the Sweepstakes Period, each Branch will randomly select ten (10) entries to participate in that Branch’s lucky envelope game (“**Lucky Envelope Game**”) for a chance to win up to \$500 and to be entered in to the Grand Prize drawing for a chance to win a 2019 Kawasaki TERYX4™.

**LIMIT:** One (1) entry per \$100 spent on Harvey Building Products windows.

**You may enter without a purchase** by sending a 3”X5” card in a #10 standard envelope, containing your first name, last name, company name, address, city, state, zip, telephone number, and the local address of the nearest Harvey Building Products Branch to: Harvey Building Products Promotions Department, 1400 Main St, Waltham MA 02451. Mail-in entries must be received inside of the Sweepstakes period. Sponsor is not responsible for lost, late, damaged, incomplete or postage due mail.

**Entry Notes:** Any attempted form of entry other than as described herein is void. Sponsor will determine in its sole discretion, what constitutes a valid entry and reserves the right to reject any submissions that it deems, in its sole discretion, to violate any of Sponsor’s policies, standards, or practices.

Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures impair the integrity of the Sweepstakes as determined by the Sponsor, in its sole discretion, and to award the Prize based on eligible entries received prior to the cancellation.

**Entry Notes:** Entries made on another’s behalf by any individuals or other entities will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible.

4. SWEEPSTAKES BRANCH & GRAND PRIZE DRAWINGS: Random Branch drawings will be conducted by the Sponsor on or about Monday, January 7, 2019 from all eligible entries received by each Branch during the Sweepstakes Period. The Grand Prize drawing will be conducted by the Administrator on or about Monday, January 14, 2019. Conduct of the Sweepstakes and the drawing are under the Supervision of the Sponsor.

5. PRIZE/APPROXIMATE RETAIL VALUE (“ARV”): Only the prize listed below will be awarded in in each Branch in this Sweepstakes.

**Each Branch will conduct a random drawing Sweepstakes to select ten (10) entries to participate in the Lucky Envelope Game at their Branch at a time and place to be determined by the Sponsor at its sole discretion. Each winner must be present at the Lucky Envelope Game event in order to participate.**

**Ten (10) Prize winners will each have the opportunity to select from one (1) of thirty-five (35) envelopes to see which one of the below prizes they will reveal. Prizes odds of winning: 1:35 envelopes will reveal a prize:**

- One (1) envelope to contain a \$500 Visa (or similar) Gift Card. ARV \$500. Odds 1:35
- One (1) envelope to contain a \$75 Visa (or similar) Gift Card. ARV \$75. Odds 1:35
- One (1) envelope to contain a \$50 Visa (or similar) Gift Card. ARV \$50. Odds 1:35
- Two (2) envelopes to contain a \$30 Visa (or similar) Gift Card. ARV \$30. Odds 1:17.5
- Twelve (12) envelopes will contain a \$50 check only redeemable at Harvey Building Products. ARV \$50. Odds 1:2.92
- Seven (7) Envelopes will contain a coupon for \$350 of any future HBP order. ARV \$350. Odds 1:5
- Eleven (11) Envelopes will contain a certificate for Harvey SWAG (may select one of five options: cooler, golf gear, jacket, fleece, or sweatshirt). ARV \$50 per item. Odds 1:3.18

**BONUS PRIZE: EACH WINNER WILL RECEIVE A \$50 CHECK VALID ONLY AT HARVEY BUILDING SUPPLIES. YOU MUST BE PRESENT AT THE LUCKY ENVELOPE EVENT TO RECEIVE THIS BONUS PRIZE. ARV \$50.**

The envelope selection process will take place at the local Branch that your entry was randomly selected from as determined by the sponsor. Complete instructions will be issued to each winner.

**One (1) National Grand Prize: Each local Branch winner (up to 360 participants in all) will be entered in to the Grand Prize Drawing to be conducted by the Administrator on or about Monday, January 14, 2018. Odds of winning the Grand Prize is 1:360**

**Grand Prize:**

- **One (1) 2019 Kawasaki® TERYX4.** ARV \$18,500
- **One (1) Karavan 6' X 12' Trailer.** ARV \$1,497

**Total Grand Prize ARV is \$19,997.** Prize values are approximations. Any difference between the approximate value and the actual cost of the Prize will not be awarded. Vehicles pictured in any advertising surrounding the Sweepstakes may not be the actual vehicle awarded and is for representation only. Grand Prize winner is responsible for presenting a valid U.S. driver's license, proof of automobile insurance, proof of vehicle registration and paying all sales taxes and other transaction fees or costs imposed on transfer of the vehicle prior to vehicle and trailer delivery. Winner will be required to pick up their prize at their local Harvey Branch.

Each potential winner of a Prize valued a \$600 or more will be required to sign (a) an Affidavit of Eligibility, (b) an Agreement of Publicity (granting Sponsor the right to use the name and image of the winner for advertising and promotion purposes), (c) a liability release, and (d) a Form W-9, Request for Taxpayer Identification Number Certification, and return each of the properly executed documents to the Administrator within five (5) calendar days of attempted notification as a condition of awarding the Prize. A potential winner who satisfies all of the Sweepstakes requirements will be designated the official winner. Sponsor and or Administrator will not replace any lost, mutilated, or stolen Prizes.

Winner of any Prize valued at \$600 or more will receive an Internal Revenue Service Form 1099-MISC for the actual value of the Prize from the Administrator at the end of the calendar year in which the Prize is awarded, and a copy of such form will be filed with the IRS. All other costs and expenses not specified herein, if any, are the responsibility of the winner. Prizes are non-assignable and non-transferable. All details and other restrictions of any Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any Prize listed is unavailable, in whole or in part, for any reason. All Prizes will be awarded provided a sufficient number of eligible Entries are received.

Any and all warranties on any prize (if any) are subject to the respective manufacturers' terms and conditions, and winner agrees to look solely to such manufacturers for any such warranty.

## 6. DISCLAIMER:

All estimated retail values are subject to change based on, among other things, normal price fluctuations associated with the marketplace. If the prize or the prize notification is returned as undeliverable or any non-compliance with the Official Rules or failure to respond within the applicable time period, it will result in forfeiture of the prize and will be awarded via a random drawing from all remaining eligible entries.

Prize will be awarded only if the prize Winner fully complies with these Official Rules.

**7. WINNER NOTIFICATION:** Prize Winner will be notified via email or phone. Prize Winner will be notified within two business days of the drawing. Once eligibility has been verified and the Sponsor receives the prize Winner's requested information, the Sponsor will arrange to award the prize. Prize Winner must reply with all required information in order to receive their prize.

**8. LIMITATION OF LIABILITY:** Neither Sponsor, Administrator, the Promotion Entities, prize suppliers, nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns (the "**Released Parties**") shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in any way relating to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) any injury, death or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes (vi) use of any prize and (vii) the drawing process including the outcome of the Sweepstakes.

**9. GENERAL CONDITIONS:** The Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** If for any reason the Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupts or affects the administration or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Sweepstakes or any element thereof. In the event of cancellation, Sponsor will award the prize from among all eligible, non-suspect entries received prior to cancellation by random drawing. The use of any automated launching or entry software or any other

mechanical or electronic means that permits the Entrant to automatically enter repeatedly is prohibited. Any entries found or suspected to be submitted in this manner will be deemed 'void' by the Sponsor or Administrator. Entrants, by participating, agree that Sponsor and their respective parents, affiliates, subsidiaries and advertising and Sweepstakes agencies and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes.

**10. DISPUTES:** Except where prohibited by law, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Commonwealth of Massachusetts without regard its conflict of laws principles with venue in the Commonwealth of Massachusetts, and all claims must be resolved in the courts of the Commonwealth of Massachusetts; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

**11. Use of Data.** Sponsor and Administrator will be collecting personal data about Entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy <http://www.harveybp.com/privacy-policy/> and Administrator's privacy policy at <https://cfapromo.com/privacy/>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's and Administrator's privacy policy.

**12. WINNERS LIST:** To obtain the name of the Winners (available after 1/25/19), send a self-addressed stamped envelope to: **Harvey Building Products Big 360 Sweepstakes Winner**, P.O. Box 2312, Framingham, MA 01703-2312. All such requests must be received by 1/25/19.

© Harvey Building Products All Rights Reserved