

## **2024 CAMPAIGN RULES**

Campaign Name: Season of Giving – Operation Warm Wishes

Company: JSTA, LLC, dba Jackson & Sons

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Jackson & Sons (“Sponsor”) proudly conducts “Season of Giving – Operation Warm Wishes” (the “Campaign” or “Season of Giving”). These official rules (the “Rules”) shall govern the Campaign, and by participating each participant agrees as follows:

**1. Description of “Season of Giving”:** The purpose of “Season of Giving” is to find homeowners who are in need in Eastern North Carolina that currently have **no heating or cooling due to an inoperative/non-repairable system.**

**2. Dates of “Season of Giving”:** “Season of Giving” will kick off with a pre-promotion on **October 25<sup>th</sup> and the pre-promote will end October 31<sup>st</sup>, 2024.** The promotion will then begin on **November 1<sup>st</sup> and will end on November 30<sup>th</sup>, 2024.** **Three** winners will be announced by **Monday, December 9th, 2024.**

### **3. Eligibility Qualifications, Limitations, and How to Submit an Entry as or for a Deserving Recipient:**

You may nominate yourself or someone you know that needs a heating and air system in their home. **Only one submission per person**, as Season of Giving is based on the story and need, not by the total number of entries received.

All entries must be submitted via the online entry form available on our website at [www.jacksonandsons.com](http://www.jacksonandsons.com) (fill out online and submit). Entries will be accepted beginning at 12:00 AM on November 1, 2024, and must be received by 11:59 PM on November 30, 2024. Sponsor’s server/computer system is the official time-keeping device for this Campaign.

Eligibility requirements apply to any individual who nominates a Potential Winner (a “Nominator”), as well as any individual who is nominated to win the Gift (a “Potential Winner,” with both Nominators and Potential Winners also being “participants”), including the following:

- a. To be eligible to participate in the Campaign, either as a Nominator or a Potential Winner, at the time of entry you must be a legal adult and legal U.S. resident. Any Potential Winner must also: be a legal resident of North Carolina; be the legal **owner of the home** on the entry form; be living in the home that is the subject of the entry as a primary residence; and be located within the Sponsor’s service area. If you are unsure whether you or a Potential Winner are in Sponsor’s service area, please email [info@jacksonandsons.com](mailto:info@jacksonandsons.com). For the avoidance of doubt, the home that is listed on the entry shall be used to determine whether any Potential Winner is within Sponsor’s service area. Home must have existing ductwork. Rental property is not eligible.
- b. Each recipient must submit proof of eligibility and home ownership.
- c. Employees of Jackson & Sons, “Season of Giving” participating sponsors and their advertising agencies, and members of the immediate family of any such persons are not eligible to participate and win. The term “immediate family” includes spouses, siblings, parents, children,

grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

d. By submitting an entry, Nominator certifies that all information contained in the entry is true, current, correct, and complete to the best of Nominator’s knowledge and belief. At all times Nominator, Potential Winner, and any Gift winner shall have an ongoing obligation to ensure that the information contained in any relevant entry is and remains true, current, correct, and complete to the best of their knowledge and belief, and Nominator, Potential Winner, and/or Gift winner shall notify Sponsor of any false, outdated, incorrect, or incomplete information contained in any relevant entry as soon as reasonably possible after discovery thereof. Prior to being selected as Gift winner any Potential Winner shall be required to review and verify the truth, currency, accuracy, and completeness of all information provided in nominating entry.

#### **4. How (3) Winners are Chosen and Announced:**

a. A Season of Giving committee will select (3) Potential Winners from the entries received between **November 1<sup>st</sup> and November 30<sup>th</sup>, 2024, and the (3) Potential Winners will be announced to the public on December 9<sup>th</sup>, 2024.** Potential Winners will be selected by Sponsor based on satisfaction of all eligibility criteria and comparison of the entry narratives for each Potential Winner, including but not limited to Sponsor’s assessment, in Sponsor’s sole discretion, of each Potential Winner’s relative financial, health-related, and emotional need for Prize as reflected in entry narrative.

b. If any Potential Winner cannot be contacted within 48 hours of the announcement or it is determined at any time by Jackson & Sons in its sole discretion that the Potential Winner does not satisfy eligibility criteria or is otherwise disqualified or ineligible to receive Gift, committee reserves the right to determine an alternate recipient.

c. Potential Winner must allow Sponsor to evaluate home in person, including for satisfaction of eligibility criteria. Sponsor may require any Potential Winner and/or Gift winner to furnish affidavit of eligibility and/or other documentation prior to collecting Gift, including, if necessary, consent by or on behalf of any minors associated with winner or Campaign publicity.

#### **5. Gift:**

a. Three new heating and air systems, minimum of 14 seer, 3 ton (each a “Gift”), will be awarded, one to each of three eligible recipients, **as furnished by or in cooperation with Carrier, Ferguson, Trane®, Goodman®, or other person or entity in Sponsor’s sole discretion.** Approximate retail value of Gift varies depending on size and type of home, up to a maximum approximate retail value of \$10,000.00.

i. Jackson & Sons will install one new heating and air system at each of the three winners’ (recipients’) homes.

ii. Installation to be performed during normal business hours and is based on scheduling availability.

iii. Gift does not include any duct work, repairs, or upgrades or other similar modifications as determined in Sponsor’s sole discretion.

b. Award of Gift is subject to verification by Sponsor or duly authorized third party that winner's home can accommodate Gift in compliance with all applicable laws and regulations and without uncommon installation or other expense, as determined in Sponsor's sole discretion. The foregoing encompasses ensuring that the Gift is the correct size and otherwise has the correct specifications for the winner's home, including compliance with all applicable building and other codes, and that the home is able to pass all applicable inspections. To be eligible to win Gift, winner must agree to and permit Sponsor and/or duly authorized third parties to take all necessary legal, regulatory, or other compliance actions, including but not limited to pulling all necessary permits and allowing all necessary inspections. For the avoidance of doubt, the precise nature and value of Gift will vary depending on winner's home, and Gift will only be awarded if it can be installed in home as described above. Winner is not entitled to any value difference between actual Gift awarded and maximum approximate retail value set forth above.

c. Odds of winning Gift depend on number of participants and content of each entry. Winner may be required to provide his/her valid Social Security Number for tax purposes and/or complete an IRS W-9 form in order to claim a gift. Federal, state, and local taxes on prizes, if any, and any other costs, fees, and expenses not listed above as specifically included as part of the Gift are the sole responsibility of winner. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor or others associated with Campaign if required by law.

**6. Publicity / Use of Personal Information:** By participating, all participants and recipient(s) irrevocably and unconditionally grant Sponsor the right on any of Sponsor's or its parents', affiliates', or subsidiaries' websites, social media accounts, and or similar locations or media to publicize your name, character, photographs (including the use and appearance of any winner's photograph), likeness, biographical information, e-mail address, voice, and details of winning for purposes of this and future promotions without further compensation, except where prohibited. By participating in "Season of Giving", participants agree that Jackson & Sons and its parents', affiliates', or subsidiaries' may disclose personal information obtained from participants in "Season of Giving" to third parties and use such information for marketing and other purposes.

**7. Release:** By participating, each participant and recipient waives any and all claims of liability against Jackson & Sons, its parents', affiliates', or subsidiaries', and employees and agents of any of the foregoing, as well as "Season of Giving" sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, Season of Giving, or from the installation, preparation for installation, or use of any Gift. In order to receive a Gift, participants must sign an official waiver form provided by Jackson & Sons. By entering, via either submission as a Nominator or acceptance of status as a Potential Winner, you expressly release and hold harmless Instagram and Meta from any and all liability arising or relating to the Campaign and expressly acknowledge that the Campaign is in no way sponsored, endorsed or administered by, or associated with, Instagram or Meta.

**8. Decisions:** By participating, each Nominator, Potential Winner, and Gift winner irrevocably, fully, and unconditionally agrees to be bound by these Rules and Sponsor's interpretations thereof and waives any right to claim ambiguity in these Rules and or any other advertising or materials related to the Campaign. Jackson & Sons reserves the right to disqualify any participant and may refuse to award a Gift to a person who is ineligible or who Jackson & Sons believes has violated any rule, gained unfair advantage in participating in "Season of Giving", or obtained winner status using fraudulent means.

Jackson & Sons shall in its sole discretion resolve any disputes, conflicting claims, or ambiguities concerning the rules, and such decisions shall be final. If the conduct or outcome of “Season of Giving” is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of Jackson & Sons. Jackson & Sons reserves the right to terminate “Season of Giving” or make such other decisions regarding the outcome as Jackson & Sons deems appropriate in its sole discretion at any time during “Season of Giving”. All decisions will be made by Jackson & Sons and are final. Any failure by Sponsor to enforce any of these Rules shall not constitute a waiver of such Rules. However, Jackson & Sons may waive any of these rules in its sole discretion.

**9. Miscellaneous:**

- a. No purchase necessary to apply or qualify. Purchase will not increase your chance of winning.
- b. Jackson & Sons disclaims any responsibility to notify participants of any aspect related to the conduct or results of “Season of Giving” unless required by law.
- c. All entries become the property of Jackson & Sons and will not be returned.
- d. Sponsor reserves the right to disqualify any individual from further participation in the Campaign if Sponsor concludes, in its sole discretion, that such person (a) has attempted to tamper with the entry process or other operation of the Campaign or (b) has disregarded, failed to comply with, or attempted to circumvent these Rules.
- e. Sponsor is not liable for any lost, stolen, incomplete, or miscommunicated or misunderstood entries, and all such entries are void; or for interrupted or unavailable satellite, network, server, internet service provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic, or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information entries, prizes, or Campaign information.
- f. In the event that any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**10. The “Season of Giving” Campaign may be cancelled at any time without any prior warning or notification if in the Jackson & Sons management’s sole opinion it’s the best decision for the Campaign.**