

BELGARD “MAKE ROOM OUTSIDE” SUMMER GIVEAWAY OFFICIAL RULES

The following Giveaway is intended for legal residents of the United States of America and D.C.

ELIGIBILITY: The Belgard “Make Room Outside” Giveaway (the “Giveaway”) is open and offered only to legal residents of the United States and D.C., who are at least twenty-one (21) years of age and current homeowners at the time of entry, and are able to provide valid government-issued identification upon request to establish your identity, residency, and age. Employees of Belgard and Oldcastle APG (“Prize Provider”), its agency partners, their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with the Giveaway are ineligible to enter or win. Void where prohibited or restricted by law.

In order to claim the Grand Prize which requires construction and installation, the winner must own a detached single family home (no townhomes or condos) where the Grand Prize will be installed and may be required to show proof, upon request.

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

SPONSOR/ADMINISTRATOR: The Giveaway is sponsored and administered by Oldcastle APG, Inc., 400 Perimeter Circle Terrace, Ste 1000, Atlanta, GA 30346 (the “Sponsor”).

AGREEMENT TO OFFICIAL RULES: By participating, those who enter the Giveaway (“Entrants”) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Giveaway. Winning the Grand Prize (defined below) is contingent upon fulfilling all requirements set forth herein.

TIMING: The Giveaway will be defined by the following time period:

The Submission Period (“Submission Period”) – 12:00:01 a.m. Eastern Time (“ET”) on June 21, 2021 through 11:59:59 p.m. ET on September 6, 2021.

The Sponsor’s database clock is the official time-keeping device for the Giveaway.

HOW TO ENTER: During the Submission Period, eligible Entrants can be entered into the Giveaway by going to the Sponsor’s website, www.belgard.com/MakeRoom (the “Website”), completing the Giveaway registration form. Each completed online registration received during the Promotional Period will account for one (1) valid Giveaway entry.

The Entrant is responsible for all costs associated with entry. Limit one (1) entry per person per email address. In the event that more than one of exactly the same information, only the first submission received shall be accepted. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest administrator. By entering the Giveaway,

ENTRY REQUIREMENTS/RESTRICTIONS: Once submitted, an entry cannot be deleted, canceled or modified. In order to be eligible, entries must actually be received by Sponsor during the Submission Period. Entries received by Sponsor before the start of the Submission Period or after the end of the Submission Period will be discarded and deemed VOID. For purposes of this Giveaway, an entry is “received” when

the Website's servers record the entry information. Proof of submitting a Giveaway entry form online (such as an automated computer receipt confirming entry or "thanks for entering" screen or message) will not be deemed by Sponsor to constitute proof of actual receipt by Sponsor of an entry for purposes of this Giveaway. Those who do not follow all of the instructions, do not provide the required information in their entry form, or do not abide by these Official Rules or other instructions of Sponsor will be disqualified. All entries become property of Sponsor and will not be returned or acknowledged. Entries made by any other individual or any entity, and/or using any e-mail address other than the Entrant's or any other website, including, without limitation, commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified. Your submission of an entry constitutes your representation of eligibility, consent to participate in Giveaway and consent for Sponsor to obtain, use, and transfer your name, address, photograph and other information for the purpose of Giveaway administration.

GENERAL CONDITIONS: If for any reason the operation or administration of this Giveaway is impaired or incapable of running as planned for any reason, including but not limited to: (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Giveaway in whole or in part, at any time, without notice and award the Grand Prize (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Giveaway or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Giveaway, Entrants agree to release and hold harmless the Sponsor, the Prize Provider, the Administrator, their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Giveaway; (c) printing errors; (d) errors in the administration of the Giveaway or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Giveaway and/or the use, misuse, or receipt of any prize and claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related cause of action. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software,

failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Giveaway or downloading any materials in this Giveaway. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

WINNER DETERMINATION: A winner will be chosen by judges who will review and judge all combined eligible online entry Essays received during the Online Entry Period on the Belgard website based on the following judging criteria: the compelling nature of the Essay. Potential Grand Prize winner will be notified by phone and/or email promptly following the judging period. The drawing will be conducted under the direction of Sponsor, whose decisions are final in all matters relating to the Giveaway. Potential Grand Prize winner will be notified by phone and/or email promptly following the judging period.

GRAND PRIZE: There will be one (1) Grand Prize ("Grand Prize") awarded following the conclusion of the Giveaway. The Grand Prize Winner, upon proper verification, will receive a Belgard outdoor living room or other space of equal or lesser value, (2) Adirondack chairs provided by Polywood and the cost of labor to install the hardscapes. The Grand Prize package has an Approximate Retail Value of \$10,000. If actual value of the Grand Prize is lower than the stated ARV when prize is procured and fulfilled, then the difference will not be awarded. By accepting the Grand Prize, the Winner agrees to allow access to Belgard and its agency partners for promotional photography and videography and acknowledges that he/she and his/her home may be featured on in future Belgard marketing imagery or materials. The Grand Prize winner is solely responsible for any cost(s) associated with building or construction permits required by any applicable federal, state or local law or regulation. Grand Prize winner's home must allow for access to the yard and must not require additional engineering for ease of installation, as determined by the Stations, Belgard and Oldcastle APG in their sole discretion. Any product and labor costs exceeding the \$10,000 total prize value are the responsibility of the Grand Prize Winner. The drawing will be held on or about September 20, 2021.

By accepting the Grand Prize, the Winner agrees to release the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. **All other expenses, including, but not limited to taxes, not specifically mentioned herein are the responsibility of the Grand Prize Winner.** The Grand Prize is not exchangeable, transferable, or redeemable for cash. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right in its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available as determined by the Sponsor in its sole discretion. **The Prize shall be delivered at a time mutually agreed to by Sponsor and the winner.**

By accepting the Grand Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. **IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS GIVEAWAY OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE,**

POSSESSION, USE OR MISUSE OF THE PRIZE. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property **AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY** that may arise from participating in this Giveaway or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Grand Prize Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

USE OF DATA: All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <http://www.belgard.com/privacy-policy/>. By participating in the Giveaway and providing any personal contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy. Potential winners may be required to sign: (a) an Affidavit of Eligibility and Release releasing Sponsor and Giveaway Entities from any and all liability, loss, claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from any potential winner's participation in the Giveaway (including, but not limited to, traveling to, preparing for, and/or participating in any prize related activity or the acceptance, possession, or use or misuse of the prize); and (b) except where prohibited by law, a publicity release granting Sponsor and Giveaway Entities the right to use potential winner's name, picture, and/or likeness, or biographical information or voice for trade, advertising, and publicity purposes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration or notification.

ANY ATTEMPT BY ANY PERSON TO UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW

DISPUTES: By participating in the Giveaway, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Giveaway, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of Alabama; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Giveaway and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to,

or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the name, city, and state of the Grand Prize Winner, please send a self-addressed, stamped business size envelope, by August 20, 2021, to: Belgard Make Room Outside Winners List Request, 400 Perimeter Circle Terrace, Ste 1000, Atlanta, GA 30346. All requests for a copy of these Official Rules and for the name of the winner must be made within thirty (30) days of the drawing.

Rhode Island residents are not eligible to participate in this sweepstakes promotion.