

OFFICIAL RULES
Be Cool. Stay Cool. Heating and Cooling System (“Giveaway”)

NO PURCHASE NECESSARY TO ENTER OR WIN THIS GIVEAWAY. PAYMENT OR PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. BY ENTERING THIS GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT BETWEEN THE SPONSOR AND YOU.

1. **Sponsor.** The Giveaway is sponsored by Peter Levi Plumbing LLC d/b/a Peter Levi Plumbing, Heating, Cooling, Drains with a principal office in Novato, California (“**Sponsor**”). For questions or concerns, contact [Dave Rubin at marketing@callpeterlevi.com].
2. **How to Enter.** To enter, complete the online form at peterleviplumbinginc.com/be-cool-stay-cool/ Your entry must be received by the end of the promotional period and be compliant with these Official Rules in order to be eligible to win. The promotional period is from 7/28/2023 to 8/13/2023. Sponsor’s clock is the official timekeeping device for the Giveaway. Each properly completed online form constitutes one entry to the Giveaway. To the extent multiple entries are received with the same e-mail address, only the first entry will be valid and the subsequent entries will be void. One entry per household. Each entry is the exclusive property of the Sponsor.
3. **Eligibility.** The giveaway is open only to those who are at least 18 years of age and residents of the following zip codes: 94901, 94903, 94947, 94941, 94920, 94533, 94591, 94960, 94945, 94949, 95687, 94558, 94534, 95688, 94904, 95476, 94965, 94590, 94585, 94589, 94954, 94510, 94939, 94925, 94952, 94930, 94928, 94571, 95616, 94503, 94559, 95695, 95409, 95620, 95472, 95404, 95694, 95618, 94123, 94133, 95776, 95492, 95407, 94933, 94973, 95691, 95403, 94957, 94970, 95401, 94103, 95405, 94109, 94924, 94110, 94937, 94963, 95442, 94115, 95448, 95446, 94931, 94117, 95841, 94574, 94122, 94938, 95814, 95828, 95436, 94127, 95864, 95823, 94114, 94940, 94108, 94112, 94118, 94599, 94508, 94107, 94515, 95817, 94121, 95835, 95421, 95826, 94592, 95833, 94116, 95842, 94923, 95605, 95829, 95831, 95747, 95912, 94946, 95818, 95815, 94804, 95627, 95822
4. Sponsor’s employees or their household members are not eligible to participate. Any entrant acting in a disruptive, unethical, or mean-spirited manner in connection with making an entry or otherwise participating in the Giveaway will be disqualified in Sponsor’s sole discretion. Void where prohibited.

Prize. [One] person will win a prize of [a minimum 15.2 seer 2 unit, SEER and EER rating based on current configuration of HVAC unit and fuel type (Heat pump, gas electric, horizontal, up/down flow, package unit located on the ground or roof) Minimum 80% furnace AFUE], with an approximate value of up to [\$20,000.] In order to claim any prize, the winner must be compliant with these Official Rules, including after such prize is delivered to the winner. The prize is awarded on an as-is basis, and **Sponsor hereby disclaims any and all warranties and guarantees, express or implied, regarding the prize, including any implied warranty of merchantability or fitness for a particular purpose.** The prize has no redeemable cash value and is non-transferrable. Any prize that is returned to Sponsor for any reason, including that it is undeliverable, is forfeited.

5. [OPTION 1 – for sweepstakes] **Winner Selection.** By [August 14, 2023], a winner will be randomly selected from all eligible entries that were received during the promotional period. Odds of winning depend on the number of eligible entries received during the promotional period.

[OPTION 2 – for contests] **Winner Selection.** [fill out the form with name, phone number and email] A winner will be selected [on August 14, 2023]. Sponsor anticipates that approximately [250]

entrants will participate in the Giveaway, based on prior contests held by Sponsor. Upon request, Sponsor will provide (a) the actual number and percentage of contestants that [filled out the form] and/or (b) the names of the winner(s), the prize won by the winner.

6. Procedure. Selection of a winner is not conditioned in any way on Sponsor receiving a minimum number of entries for this Giveaway. **Sponsor reserves the right to verify the identity of each winner in its sole discretion.** Sponsor will notify the winner, who will have [five calendar days] from the time of such first notification attempt to claim the prize or the prize will be forfeited. Any portion of the prize that is not promptly collected or that winner chooses not to receive is forfeited. Sponsor shall have no obligation to choose an alternate winner in the event that a prize is forfeited.
7. Expenses. The maximum amount in shipping, handling, installation fees the winner will need to pay to reclaim the prize is [\$0], any additional add ons above and beyond the stated prize for example but not limited to the listed items such as: line set, electrical modification, duct work modifications, asbestos removal, rodent remediation will be at retail cost to the winner. The winner is not entitled to receive any difference between the actual and approximate value of the prize. Winner is solely responsible for paying all applicable taxes on the prize and anything above and beyond actual prize.
8. Changes to Giveaway. Sponsor reserves the right to cancel or change the Giveaway in the case of fraud, technical difficulties, or any other circumstance that harms the integrity or proper administration of the Giveaway, as determined solely by Sponsor.
9. Use of Likeness. Except as prohibited by applicable law, by participating in the Giveaway, each winner hereby consents to use of their name, likeness, photograph, video, voice, and generalized residence (e.g., zip code or city) in Sponsor's advertising and for Sponsor's promotional purposes in any media (including on social media platforms), now existing or hereafter devised, throughout the world, without additional payment or consideration, notification, or permission.
10. Release. Each person who enters the Giveaway hereby releases and holds Sponsor and its authorized agents harmless from and against any claim, expense, or liability arising from or in connection with its sponsorship, marketing, and administration of this Giveaway, including without limitation, invasion of privacy, violation or right of publicity, or property damage.
11. Limitation of Liability. Sponsor shall have no liability whatsoever for (a) any failure to deliver the prize to a winner who does not timely claim the prize or for any prize that is returned to Sponsor unclaimed or undeliverable, (b) late, incomplete, invalid, or otherwise improper entries, (c) changes to the Giveaway as set forth above, (d) any technical or other issues that arise in connection with the Giveaway, such as omission or failure of any network or website or (e) any injury or damage occurring from participation in the Giveaway or receipt of a prize. To the maximum extent permitted by law, Sponsor's liability arising from or in connection with this Giveaway shall not exceed \$100.
12. Disputes. Each entrant agrees that any dispute arising from or in connection with the Giveaway shall be resolved (a) on an individual basis and not by class action and (b) exclusively in the federal or state courts in Sacramento, CA. The Giveaway and these Official Rules will be construed in accordance with and governed by California law without regard to conflict of laws rules.
13. Miscellaneous. Sponsor's decisions with respect to the Giveaway, including interpretation of these Official Rules, are final and binding. This Giveaway is subject to all applicable federal, state, and local laws and regulations. Trademarks are the property of their respective owners. These Official Rules constitute the entire agreement between Sponsor and all entrants to the Giveaway.