

"Full Throttle Champions" – Official Rules

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

These are the official rules of the *Full Throttle Champions* contest (the "**Contest**"). These rules will be referred to as the "**Official Rules**" in this document. By submitting an entry, each Entrant agrees to be bound by the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules. Chance plays no part in the determination of winners in the Contest.

SPONSOR

Sponsor is Rheem Manufacturing Company, 1100 Abernathy Road, Suite 1400, Atlanta GA 30328, USA ("**Sponsor**"). The Entrant is providing information to Sponsor. This contest is in no way sponsored, endorsed or administered by, or associated with Facebook Inc. nor Instagram nor Twitter. Information is being provided to the Sponsor, not to Facebook Inc. nor Instagram nor Twitter. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Facebook Inc. nor Instagram nor Twitter. In the event of any violation of these terms, the Sponsor may, in its sole and absolute discretion, disqualify you from the Contest.

The Contest is also not endorsed, sponsored or administered by NASCAR. NASCAR is released from any responsibility to Entrants or participants in the contest.

TERMS

The first phase of the Contest begins October 9, 2020 and ends October 31, 2020 at 11:59:00 p.m. ET (the "Entry Period"). Judging will take place from November 1st through November 6th (the "**Voting Period**"). The winner(s) will be contacted November 9th through November 10th.

ELIGIBILITY

The Contest is open only to plumbers who are a legal resident of one of the fifty (50) United States or the District of Columbia (excluding Puerto Rico, Guam, American Samoa, United States territories, possessions, and protectorates, foreign based United States military installations, and wherever restricted or prohibited by law) (the "**Territory**") who (a) have reached the legal age of majority in their state/province/territory of residence and are located in the Territory at the time of entry, (b) have internet access and a valid email address prior to the start of the Entry Period, and (c) are in good standing with Sponsor's distributors prior to the start of the Entry Period (the "**Entrant**"). Employees of Sponsor, and its subsidiaries and affiliates, and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related are not eligible for entry. Contest winnings shall be subject to all applicable federal, state, and local laws and regulations and Contest entry is void where prohibited by law.

HOW TO ENTER

Eligible individuals may enter the Contest, by accessing www.Rheem.com/FullThrottleChampions ("**Contest Website**"). To enter, complete and submit (1) an online entry form, (2) a detailed entry about a time when you "Saved the Day" for a homeowner through your service as a plumbing contractor. A water heating-specific entry is not required but is encouraged. All entries must adhere to all requirements set forth in these Official Rules and on the Contest Website. Only online entries submitted through the Contest Website in accordance with these Official Rules will be accepted. No emailed, mailed or faxed entries will be accepted. No film, VHS, CD or DVD submissions will be accepted for entry into this Contest.

AGREEMENT TO OFFICIAL RULES

Participation in this Contest constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Contest. By entering,

winners certify that they meet all eligibility requirements. Sponsor reserves the right to disqualify Entrants for failure to comply with these Official Rules in its sole discretion.

PLEASE READ THE FOLLOWING REQUIREMENTS CAREFULLY. SUBMISSIONS WHICH DO NOT COMPLY WITH THESE REQUIREMENTS OF THE OFFICIAL RULES MAY BE DISQUALIFIED OR NOT FULLY CONSIDERED.

ENTRY REQUIREMENTS:

- 1) Compliance with Eligibility Requirements above
- 2) No Purchase Necessary
- 3) Entry form must be completed in full
- 4) Entries must be submitted through the submission form on the Contest Website

All entries must be submitted and received by **October 31, 2020** at 11:59:00 p.m. ET. Sponsor reserves the right to examine the original source material in order to confirm compliance with these Official Rules.

Limit one entry per person. Sponsor has no obligation to advise an Entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled, or misdirected entries, which will be disqualified. Receipt of entry will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt. Any automated computer receipt (such as a "thanks for entering" message) does not constitute proof of actual receipt of entry by Sponsor. In the event of a dispute as to any entry, the authorized account holder of the email account used to enter will be deemed to be the Entrant. The "authorized account" holder is the natural person assigned the email account by email. Potential winners may be required to show proof of being the authorized account holder.

All entries must be in keeping with Sponsor's image and may not be offensive or inappropriate, as determined by Sponsor, in its sole and unfettered discretion. The story must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Sponsor reserves the right, but will not be obligated, to review (or have its designee review) entries for compliance with these Official Rules. Sponsor may disqualify any entry or remove any entry from the Contest Website for any reason, as determined by Sponsor in its sole and unfettered discretion, exercised at any time. By entering the Contest, Entrant represents and warrants that (1) the submitted story is an original work created solely by the Entrant or contains properly licensed third party materials as required in the "Releases" section below, (2) that the story does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any other person or entity, and (3) that no other party has any right, title, claim, or interest in the story.

DISQUALIFICATION

Any effort by an Entrant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses will disqualify that Entrant. Entrants who disregard these Official Rules are not eligible to participate or win.

RELEASES

If the entry contains any material or elements that are not owned by the Entrant, such as photos, and/or which are subject to the rights of third parties, and/or if any persons appear in the entry, the Entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the exhibition and use of the entry in the manner set forth in these Official Rules, without additional compensation. If any person appearing in any entry is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Upon Sponsor's request, each Entrant must be prepared to provide (*within two (2) calendar days of notification of winning*) a signed release from all persons who appear in the entry and/or from the owner of any material that appears in the entry, authorizing Sponsor and its licensees ("**Authorized Parties**") to

reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Finally, upon Sponsor's request, each Entrant must be prepared to provide (within two (2) calendar days of notification of winning) a signed written license from the owner of any private property included in the entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the Entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

CONTEST PRIZES

3-4 Entrants will win the Grand Contest prize

Grand Prize

The Grand prize winners will receive a one-on-one 10 minute video conference call with Rheem NASCAR driver Chris Bell in November 2020 and a VIP Pit Experience trip for two (2) to a future NASCAR event. The Grand Prize VIP Pit Experience travel package includes the following: (1) round-trip coach class air transportation for the winner and one companion between major airports near winner's home and the selected destination; (2) hotel accommodations at a hotel determined by Sponsor; (3) ground transportation for travel to/from the airport, and (4) ground transportation to/from the event (**ARV \$1500 per person**). **PRIZE WINNER(S) ARE SOLEY RESPONSIBLE FOR ANY ADDITIONAL TRANSPORTATION, LODGING, FEES, TAXES, UPGRADES OR RELATED EXPENSES INCURRED.**

Video conference will be recorded and shared on any media platform deemed appropriate by Sponsor. A signed release is required prior to video conference. If any person appearing with winner in video conference is under the age of 18 years old, the signature of a parent or legal guardian is required on each release.

Travel arrangements for the prize will be determined by Sponsor. No extensions or exceptions shall apply or be available. Certain travel and security restrictions may apply and it is the responsibility of the prize winner and his/her travel guest to comply with all travel, security and other laws and regulations that may apply to them. It is the responsibility of the prize winner and his/her travel guest to arrive at the designated gateway city in time for travel, with all necessary travel documentation (including proper identification). Upon request of Sponsor, travel guest must execute and return fully executed liability/publicity release forms prior to the award of the prize. Airline schedules, travel arrangements and other aspects of prize are subject to change or cancelation outside the control of Sponsor. Sponsor will not be responsible or liable, if, for any reason, all or any portion of the prize, as described, is or becomes unavailable and Sponsor will not be liable for any reduction in prize value.

Sponsor makes no warranties, representations or guarantees relative to any prize, and disclaims all liability for the provision, use, quality or nature of any third party product or service provided to the prize winner. Prize winner is responsible for all taxes resulting from acceptance and use of the prize, and all costs and expenses not specified as part of the prize.

WINNER SELECTION

The entries with the highest points based on judging by a panel will be awarded the Grand Prize. The Grand prize winners will be notified on or around **Nov 9, 2020**. Potential winner shall be required to sign and return within two (2) days following an attempted notification, an Affidavit, Declaration or Certificate of Eligibility, Liability Release, and where legally permissible, a Publicity Release. The return of documents as undeliverable or failure to execute and deliver any required documents to Sponsor by the specified deadline may result in disqualification from the Contest, and selection of an alternate potential winner. The prizes are non-transferable and no cash alternative is available. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize equal to the monetary value and/or specification, unless to do so would be prohibited by law.

JUDGING CRITERIA

The entries will be judged based on 0-5 points per each judging criteria. The objective of each judge's evaluation is to determine one overall score from 0 to 20 for each entry (20 being the best possible score).

The following criteria are to be used in evaluating each entry:

1. Originality and creativity in interpretation and incorporation of the theme is demonstrated. (5 possible points)
2. Emotional Impact: The story evokes emotion and allows for suspension of disbelief. (5 possible points)
3. Efficiency: The entry depicts a plausible and complete event within the limits of the words allowed. (5 possible points)
4. The relevance and severity of the problem averted within the entry. (5 possible points)

LICENSE

By entering the Contest, each Entrant grants to Sponsor an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of his/her entry, name and likeness, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; publication of a book featuring select Entries in the Contest; publication in Sponsor's publications or online highlighting entries or the winner of the Contest, Facebook, Twitter, LinkedIn and/or Instagram, company internal communications and external advertising and media platforms. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the Entrant's "moral rights" in their entries. Display or publication of any entry on an Authorized Party's website does not indicate the Entrant will be selected as a semi-finalist or winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each Entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest Entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. The winner agrees to release the use of any imagery, likeness, photos, and/or quotes being captured and used for promotional needs if appropriate.

LIMITATION OF LIABILITY

By entering this Contest, each Entrant agrees to release, discharge, and hold harmless Sponsor, and their respective partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of Entrant's participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder. Sponsor assumes no liability for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to Entrants' or any other persons' computers

related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

CONDITIONS

Entrants agree that this Contest shall be subject to and governed by the laws of the state of Georgia and the forum for any dispute shall be in the state of Georgia, United States of America. 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 on connection with this Contest are hereby excluded and each Entrant expressly waives any and all such rights. Certain restrictions may apply. By entering, Entrants also agree that the decisions of the judges, Administrator, and fan votes are final and binding with respect to all matters relating to the Contest.

RIGHT TO CANCEL OR SUSPEND CONTEST

Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who violate the Official Rules, and/or to cancel, terminate, modify, or suspend the Contest.

WINNERS LIST

Entrants are responsible for complying with these Official Rules. Winner's name will be available online at www.Rheem.com/FullThrottleChampions and any or all social media platform the Sponsor deems appropriate including Facebook, LinkedIn, Instagram and Twitter.

DATA PRIVACY

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor or Administrator in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to Rheem Manufacturing Company, 1100 Abernathy Road, Suite 1400 Atlanta, GA 30328. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.