

“Cooling Homes, Warming Heats” AC Giveaway Contest

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASING WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Eligibility: this Contest is open only to residents living in the county of Sumter, SC, 18 years of age or older and a Single Family Home Owner. Employees of Sponsor and its affiliates, advertising agencies and/or promotional partners (collectively “Sponsor Entities”) and members of their immediate families and those living with said employees are not eligible to enter or win.

How to enter: Go to <https://www.alwayslocalac.com> between April 1st, 2023 and May 30th, 2023, and tell us why you or someone you know deserves to win an American Standard AC System. The submission essay must be no larger than 600 words in length and written in English. Entrant must include complete contact information including name, address, phone and email. If nominating someone else also include their complete contact information. For purposes of the contest, “receipt” of an entry occurs when Sponsor’s servers accept the entry information. **There is no mail in form of entry for this contest.** Limit one entry per person/household. An entry that does not meet the rules specifications will be rejected and will not be eligible for the Contest. Entries should be in good taste, and should not contain any material that is defamatory, discriminatory, racist, sexist, violent, obscene, offensive or objectionable, or any material that would violate the copyright, trademark, or other intellectual property right of any third party, or violate the privacy or publicity rights of any third party. Sponsor reserves the right in its sole discretion to reject any entry that does not conform to these requirements.

If someone (or an organization) is entering for a recipient other than themselves it is that entrant’s responsibility to assure that the person nominated for the prize fulfills the required aspects of this contest. The prize must be claimed by the person entering for themselves or nominated and that person will be required to complete the affidavit requirements and comply with the rules of this contest.

Each entrant agrees that he/she shall not upload, post or transmit any materials to the Sponsor website which contain any computer viruses, worms, Trojan horses or other harmful component or programming that are intended to damage, detrimentally interfere with this contest or damage any system, data or personal information. If such an act is detected the Sponsor reserves the right to prosecute the entrant to the fullest extent of the law.

Judging: All entries will be judged by Innovative Processing, Inc., an independent judging organization. Judges and Sponsors decisions are final.

Criteria to be used: Reason for Need of winning the prize 50%

Story articulation for the need of the prize 50%

Prize: One (1) Grand Prize of an American Standard AC System. Size of unit depends on the size of the house it will be installed in. Prize ARV is up to \$8,500 (including the cost of installation/labor). Any cost over and above this amount is the responsibility of the winner. Total ARV of the prize is up to \$8,500. Dealer will provide delivery and installation subject to a home evaluation ensuring the home is capable for the prize to be installed. All costs and expenses incurred in connection with redeeming, accepting or using a prize that are not specifically provided for herein, such as tax, personal expenses, and any incidental expenses, are solely the responsibility of the applicable Nominee. Total ARV of this Contest is \$8,500. Prize must be installed in a single family home. No business or organization qualifies for this prize.

Notification of winners: The winner will be notified by phone and/or email. If the potential winner does not respond within 5 days of the date appearing on the prize notification with their interest in accepting the prize a new winner may be chosen. Winners will be required to sign an affidavit of eligibility, a publicity release (where permitted by law), and a liability release, which must be signed and returned within 7 days of the date on the prize notification or the prize will be forfeited and an alternate winner will be chosen. The winner will be required to provide evidence of home ownership and identity in connection with claiming the prize. Return of any prize notification as undeliverable will result in disqualification and selection of an alternate winner. Multiple entries submitted by the same person will be disqualified.

All entries become the property of the Sponsor and will not be acknowledged or returned. Entrants agree that the Sponsor shall have a worldwide, non-exclusive, fully-transferable right to reproduce, display, publish and otherwise use their entries in any and all media or formats in connection with the advertising, marketing or promotion of the Contest, without further compensation to the entrant. Sponsor is not liable for entries that are lost, late, misdirected, garbled or received incomplete for any reason. Sponsor reserves the right to modify, extend, suspend or terminate this Contest in its sole discretion with or without cause, and with or without notice.

Income and other taxes on the value of the prize are the sole responsibility of the winner. Sponsor will issue a Form 1099 to the winner for the approximate retail value of the prize. By accepting the prize, winner agrees that Sponsor may use winner’s name and likeness for editorial, advertising and publicity purposes, including and without limitation, posting on Sponsor’s website, without further compensation, except where prohibited by law. By entering and/or by accepting the prize, each entrant agrees to release Sponsor, their affiliates, and any of their directors, officers, employees and agents from any and all liability arising out of his/her participation in this Contest and the awarding, receipt, use and/or misuse of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Entrants represent and warrant that their entries are original to them, that they have the right to grant the licenses to Sponsor specified herein, and that the entry does not infringe or violate any copyright, trademark or other intellectual property right or any privacy or right of publicity of any third party, and are not obscene, defamatory or otherwise in violation of any applicable law. Entrants agree to defend, indemnify and hold harmless Sponsor Entities from any and all losses, expenses, claims or liabilities arising out of a breach of this representation or warranty.

No substitution of prizes, including cash substitutions, will be permitted, except that Sponsor has the right in its sole discretion to substitute a prize of greater or equal value if the stated prize is not available. Prizes are not transferable.

This Contest is subject to all federal, state and local laws and regulations. It is void where prohibited. This Contest is governed by the laws of Texas, without regard to its choice of law principles. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

DISPUTES: IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

All trademarks referenced herein are owned by their respective companies and have no liability to the administration of this Contest.

For a winner's list: Send a stamped, self-addressed envelope to: Warm for the Winter Contest, 302 Buttercup Trl Buda, Tx 78610. Request must be received no later than June 31, 2021.

THIS CONTEST IS NOT SPONSORED OR ENDORCED BY ANY OF THE SOCIAL MEDIA PLATFORMS SUCH AS FACEBOOK, TWITTER OR INSTAGRAM.

Sponsor: Always Local Heating & Air Conditioning,LLC 302 Buttercup Trl Buda, Tx 78610

Administrator of entries: Always Local Heating & Air Conditioning,LLC 302 Buttercup Trl Buda, Tx 78610

Judging Organization: Always Local Heating & Air Conditioning,LLC 302 Buttercup Trl Buda, Tx 78610

Thank You,

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