

## ARS Cares – Terms & Conditions

### NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT WILL NOT INCREASE CHANCES OF WINNING.

Introduction: American Residential Services, LLC and its subsidiaries (“ARS”) are offering a giveaway challenging entrants (“Entrants”) to nominate someone that they know (“Nominee”) to receive eligible heating & cooling equipment or an eligible water heater (the “Program”). Void outside the Serviceable Area of participating ARS locations and where prohibited or restricted by law. Submitting an Entry constitutes Entrant’s agreement to the Terms and Conditions set forth below and to the Sponsor’s decisions, which are final and binding in all matters related to the Contest.

1. **Sponsorship and Eligibility.** Entrants must be legal residents of the United States who are at least eighteen (18) years of age nominating Nominees who are also residents of the United States who are at least eighteen (18) years of age and who meet the criteria for Nominees as follows: This Program is open to legal residents of the United States that are selected for candidacy by ARS and its affiliates and/or subsidiaries (“ARS” or “Sponsor”), are eighteen (18) years or older at the time of entry, and are homeowners living in a residence with an existing central HVAC system (including ductwork) (the “Residence”) within a participating ARS branch or service center’s serviceable area (“Serviceable Area”).

To determine whether Nominee lives in a Residence within a Serviceable Area, please contact your local ARS branch to determine whether they are a participating location/service center and visit <https://www.ars.com/locations> to determine the service area of such participating location/service center. Florida residents, Nominees serviced by a Florida location/service center, employees of ARS, its affiliates, licensees, advertising, and promotional agencies and the immediate family members of each are not eligible. (NOTE: If the Residence has an oil furnace or geothermal furnace, the Grand Prize will be limited to the installation of a new air conditioning unit only. See paragraph 8 below for additional details.).

2. **Program Entry Period.** The Program begins on January 1, 2023 and ends at 11:59 PM Central Time on December 31, 2023 (the “Contest Period”).
3. **Entry.** Odds of winning will depend on the total number of eligible Entries received and the caliber of those Entries and compliance with the judging criteria. The prize will be awarded to winning Entrant’s Nominee. Entrants are entering on behalf of their Nominee and not in an individual capacity unless Entrant is entering on behalf of himself/herself in which case Entrant will also be considered a Nominee pursuant to these Terms and Conditions. Eligibility shall be determined at the sole and exclusive discretion of ARS. Each Entry must include a description of why a Nominee is deserving of the Prize. To be considered under the Program, complete the Nomination Form within the Contest Period and submit your responses to ARS. Nominees may be contacted to allow for an additional inspection of the residence of the Nominee to determine eligibility. Entries are limited to

one entry per household. Sponsor reserves the right to disqualify any Entrant who, in its sole suspicion, tampers with the entry process, intentionally submits more than a single entry, violates these Terms and Conditions, or acts in an unsportsmanlike or disruptive manner. In addition, Sponsor in its sole discretion may reject an Entry if the Entry, either in part or in its entirety, is deemed to be obscene, defamatory, inappropriate, or in violation of any third party's rights. No mechanically reproduced or physical document entries accepted. Entries are limited to one entry per household. By submitting an Entry, Entrant represents that: 1) he/she is the original creator and owner of all rights to the Entry, 2) that the Entry is original and does not infringe the intellectual property, privacy or publicity rights or any other rights of any third party, and 3) the Entry has not previously been published in any medium or entered in any other contest. Entrants and Nominees may be required to provide additional information and/or complete additional documentation as requested by Sponsor, and both Entrant and Nominee must provide such additional information and/or complete additional documentation to verify any aspect of the Entry and/or verify the eligibility of Entrant/Nominee to participate in the Program. Failure by either Entrant or Nominee to respond to Sponsor's request for additional information and/or failure to provide Sponsor with completed documentation, as determined in Sponsor's sole discretion, may result in disqualification of the Entry.

4. **Process for Entry.** Visit our [ARS Cares page](#) to complete an Entry form. To be eligible, Entries must be received within the Contest Period. Entrants must complete all required information in order to participate.
5. **Selection of Winners.** All Entries will be judged based on a panel of judges selected by the Sponsor who will score qualifying Entries based on the deservedness of the Nominee to receive the Prize (taking into consideration factors such as need, content, and relevance), along with judges' determination of conformity to the rules. The panel will select a Winner based on the information included in the nomination form describing why the Nominee should be considered and such other factors as Sponsor may consider in its sole discretion. Such Entries may be evaluated in one or more rounds of judging, and each round may include different judges. The Winner will be announced on a date chosen by each participating location/service center. In order to participate in the Program, Winner must complete and return to Sponsor a completed Affidavit and Acknowledgment accepting Nomination and agreeing to participate in the Program (including but not limited to allowing an inspection to verify eligibility for the Program) in accordance with the Terms and Conditions identified by Sponsor within the time frame identified by Sponsor. In the event of a tie at any level of judging, the judges will re-evaluate the Entries in accordance with the criteria set forth herein until the tie is broken. The tied Entries will then be submitted for a re-vote amongst the judges at the respective level until the tie is broken. The decisions of judges are final and binding in all matters.
6. **Selection of Recipients.** Winners will be identified by Sponsor and shall be chosen at Sponsor's sole discretion. The Grand Prize Winner will be notified on a date chosen by each participating location/service center. Driver's license with current address or other appropriate picture identification is required to claim a prize. The Winner will be required to execute and return a release and affidavit, as well as other documentation requested by

Sponsor, and agree to the terms and conditions set forth herein, or the prize will be forfeited. Winner must schedule the install of their prize, if applicable, within thirty (30) days of receipt of notification that they have won, or the prize will be forfeited. Winner will be notified by electronic mail and telephone. ARS will attempt to re-send said email and contact customer up to three (3) times each. If any recipient does not respond to email notification or telephone call within three (3) days of its transmission, or should the email be returned as undeliverable or telephone number no longer in service after three (3) attempts, the prize will be forfeited, and an alternate Recipient will be selected.

7. **Duties of Participants; Limitation of Liability.** By entering, Entrants and Nominees agree to be bound by these rules and the decisions of Sponsor which shall be final. Sponsor and the employees, officers, directors, shareholders, agents, and representatives of Sponsor, its affiliates, subsidiaries, and advertising, promotion and legal advisors are not responsible for and shall not be liable for any liability, damages, losses, or injury resulting in whole or in part, directly or indirectly, from entrant's participation in the Program and acceptance of the prize. By entering the Program, Entrant agrees that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs, excluding attorney's fees, disbursements or court costs. Entrant hereby waives all rights to claim any punitive, incidental, and consequential damages against Sponsors.
  
8. **Description of Prizes.** Grand Prize – At least one Winner per participating ARS location/service center: ARS will install either one (1) new air conditioning and heating equipment to one (1) existing central HVAC system or one (1) new water heating unit at each Grand Prize Winner's Residence. The specific heating and/or cooling equipment or water heater will be chosen at Sponsor's sole discretion based on the specifications of the recipient's home, existing unit, and needs. NOTE: If the Residence has an oil furnace or geothermal furnace, ARS will install a new air conditioning unit only. Prize of (1) new air condition and heating equipment includes install of new heating and/or cooling equipment but does not include supplemental electrical work, ductwork, code upgrades, remediation services, or any other work outside the scope of installation. Value varies based on equipment installed but will be as follows: (approximately \$10,500 for HVAC system; \$2,600 for water heater). If the equipment is valued at less than the approximated value listed here, ARS is not responsible for making up the balance and no additional prize or value will be awarded. Prizes are not redeemable for cash value. ALL TAXES AND OTHER COSTS ASSOCIATED WITH ACCEPTANCE OF THE PRIZE, AND THE REPORTING CONSEQUENCES THEREOF, ARE THE SOLE OBLIGATION OF RECIPIENT. PRIZES ARE AWARDED WITHOUT WARRANTY OF ANY KIND (EXCEPT AS OTHERWISE EXPLICITLY OFFERED IN WRITING) WHETHER EXPRESS OR IMPLIED, IN FACT, OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. In the event, the Winner or any Nominee decline the award or any terms, conditions and/or restrictions associated with the award, Sponsor reserves the right to disqualify the Winner and/or Nominee and to present the award to the nominee of the next best entry.

9. **Permissions.** Except where prohibited by law, entry constitutes permission to use Entrant's and Nominee's names, hometowns and likenesses for online posting, and/or any advertising and publicity without additional compensation. Entrants, Nominees, and Winners must comply with all instructions in the prize notification and must sign and return an Affidavit of Eligibility, Liability Release and Publicity Release (where permitted by law) within the time frame identified by Sponsor; otherwise, an alternate winner and/or award recipient may be selected (from the next best eligible Entry). Recipients may also be required to sign and return a release of liability, declaration of eligibility and, where lawful, a publicity consent agreement, as conditions of receiving a prize. Failure to comply with the aforementioned conditions shall be grounds for forfeiture of a prize.
10. **Privacy.** Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Sponsor and its parents and affiliates for the purposes of conducting and administering the Promotion. All personal information that is collected is subject to ARS's Privacy Policy, located at <https://www.ars.com/privacy-policy>. Individuals submitting personal information in connection with the Promotion have the right to request access, review, rectification or deletion of any personal data held by Sponsor in connection with the Promotion by writing to Sponsor at the following address: ATTN: LEGAL DEPARTMENT, 965 Ridge Lake Blvd. Suite 201 Memphis, TN 38120. To the maximum extent permitted by law, Entrant and Nominee shall indemnify and agree to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from: (i) any material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Promotion; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Promotion; (v) acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity or participation in the Promotion; (vi) any malfunction or other problem in relation to the entry and participation in the Promotion by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the Entry and participation in the Promotion by Entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Promotion by Entrant.
11. **COLORADO CONSUMER DISCLOSURE: NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT WILL NOT INCREASE CHANCES OF WINNING.**

- a. **Retail Value of Prize:** Varies based on equipment installed but will be as follows: approximately \$10,500 for HVAC unit and \$2,600 for water heater.
- b. **Sponsor:** American Residential Services, LLC contact information: American Residential Services, LLC ATTN: LEGAL DEPARTMENT, 965 Ridge Lake Blvd. Suite 201 Memphis, TN 38120.
- c. **Deadline for Submission:** 11:59 PM Central Time on December 31, 2023.
- d. **Restrictions on Receipt of Prize:** For complete restrictions and limitations on eligibility, please refer to the sections above. Restrictions on receipt of a prize are as follows: winner must complete and return to Sponsor a completed Affidavit and Acknowledgment accepting Nomination and agreeing to participate in the Program (including but not limited to allowing an inspection to verify eligibility for the Program) in accordance with the Terms and Conditions identified by Sponsor within the time frame identified by Sponsor. Driver's license with current address or other appropriate picture identification is required to claim a prize. The Winner will be required to execute and return a release and affidavit, as well as other documentation requested by Sponsor, and agree to the terms and conditions set forth herein, or the prize will be forfeited. Winner must schedule the install of their prize, if applicable, within thirty (30) days of receipt of notification that they have won, or the prize will be forfeited. Winner will be notified by electronic mail and telephone. ARS will attempt to re-send said email and contact customer up to three (3) times each. If any recipient does not respond to email notification or telephone call within three (3) days of its transmission, or should the email be returned as undeliverable or telephone number no longer in service after three (3) attempts, the prize will be forfeited, and an alternate Recipient will be selected.
- e. **Odds:** Odds of winning will depend on the total number of eligible Entries received and the caliber of those Entries and compliance with the judging criteria.

**Inquiries or Questions.** Any inquiries or questions regarding this contest, including any request for the names of the recipients, may be sent by regular mail to American Residential Services, LLC ATTN: LEGAL DEPARTMENT, 965 Ridge Lake Blvd. Suite 201 Memphis, TN 38120.

The following licenses are held by or on behalf of American Residential Services:

CA – ARS and affiliates (765155, 800846, 791820, 798615, 765074, 795540, 795556, 811085, 795545, 742039, 757544, 808247, 79580, 808247); CO (MP03000224, PC- 1432, 232122); DC (DRM901912, PC40000035, RC40000044); FL (CMC1249753, CMC1250399, CMC1250555, CMC1250743, CAC1813963, CAC1820538, CFC1428283, CFC1429592, CFC1429580, CFC1430664, CFC1429580 EC13002942, EC13008557, EC13008558, EC13008654, EC13002942); GA (GA REG CN004889, GA REG CN210656, GA REG CR109660, MP208443); IL (055-034045, TGC007603); IN (H0020094, C050600004); KS (2022-9335, 2022-2488) KY (HM04864); MA (RC 013652, 3782-M, 4542-PL-C, 171); MD (MD HVAC .01-10647, MD HVAC .01-17840, MD HVAC .01-117642, MD HVAC .01-111910, MD Licensed Plumber #21097, MD Licensed Plumber #20145, MD Licensed Natural Gasfitter #8045, MD Licensed Plumber/Gasfitter #8517, MD Electrical #8286, MD Electrical

#14694, WSSC Licensed Master Plumber/Gasfitter PFG-41104, WSSC Licensed Master Plumber/Gasfitter #PFG-01130, WSSC Licensed Master Plumber/Gasfitter PFG-01088); MI (7113540); NC (L.16701, L.19719, L.19913, L.30152, L.30152-01, L.31248, L.31710, L.30680, U.33708, 31248, ); NE (1601136, 21110, 1602056,3935); NJ (Anton Cunningham Master HVACR Contractor Lic. #19HC00378400, Thomas Kober Plumbing Lic. #36BI01029400, NJHIC# 13VH1169330, Michael J. Bondurant Master HVACR Contractor Lic. #19HC00123400, Christopher Donato, Plumbing Lic# 36BI01209000, NJHIC# 13VH11795300, Travis Wear, Master HVACR Contractor Lic# 19HC00282700); NV (71246, 71233, 87052, 87053, 87261, 87262, 87263); OH (45655, 26306, 47543, 48327, 44564, 46260); OR (CCB #127325); PA (HV01783, PA007796, PA127936, PA170770) PA (H.P. ID #01643); SC (M2842); TN (21520, 64210); TX (MPL40979 Richard L. Youngblood, MPL36605 Joe Dan Parson, MPL41408 Shaun Neidig, MPL37063 Jimmy Dunn, MPL40536 Charles Teeters, MPL41024 James Ferguson, TACLA018810E, TACLB043711E, TACLB97192E, TACLB047674E, TACLB20528E, TACLB26717E, TECL19006, TECL28671, TECL35534); UT (353474-5501; VA (2705 059347A, 2705 142947A); WA (RESCUR\*007Q7, RESCUR\*783BO, JACKHHP931N4, BLUEFFH825RM, BLUEFFH827RK); WV (# WV034354).

Additional American Residential Services license information available upon request.