

US Sweepstakes & Fulfillment Company

The Hurricane Strong Sweepstakes – Official Rules

Promotion runs from 04/22/19 to 11/30/19

04/08/19

**THE HURRICANE STRONG SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

SWEEPSTAKES ENTRY PERIOD: The Hurricane Strong Sweepstakes begins at 12:00:01 AM Eastern Time (“ET”) on Monday, April 22, 2019 and ends at 11:59:59 PM ET on Saturday, November 30, 2019 (the “Sweepstakes Period”).

ELIGIBILITY: The Hurricane Strong Sweepstakes (the “Sweepstakes”) is open to only to individuals that meet all of the following requirements. To be eligible, participants must: 1) be a legal resident of the 50 United States, or D.C.; 2) be age 21 or older at the time of entry; 3) be the homeowner of record of a Qualifying House, as defined below, in one of the following states: AL, CT, D.C., DE, FL, GA, LA, MA, ME, MD, MS, NC, NH, NJ, NY, PA, RI, SC, TX, and VA; and 4) must reside within 120 miles of a Qualified BASF Spray Form Applicator location, as determined by the Sponsor. Void outside the U.S., and where prohibited by law. Employees of BASF Corporation (the “Sponsor”) and its respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

ENTRY: To enter, visit <http://www.flash.org/hurricanestrong/sweepstakes-roof-upgrade.php> and follow all entry instructions to complete the entry form in its entirety and submit (“Online Entry”).

Online entries must be received between Monday, April 22, 2019 at 12:00:01 AM ET and Saturday, November 30, 2019 at 11:59:59 PM ET. Online entrants are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy.

Limit: One (1) Entry per person per day regardless of whether entrant has more than one email address. All entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:

Grand Prize: One (1) Grand Prize of a BASF roof Upgrade will be available to be won. Prize package includes:

- Closed-cell Spray Polyurethane Foam Insulation installed at a 1 ½” minimum for a sealed roof deck, up to 4,000 square feet of roof area.

- A maximum of 1.5 sets of closed-cell spray polyurethane will be installed at a minimum thickness of 1.5" for secondary waterproofing performance only.

The potential winner's house will need to abide by the following prize conditions to be considered a qualifying house and be eligible to be awarded the Grand Prize (a "Qualifying House"):

1. Have 100% safe access to the roof decking (via the attic);
2. Be able to work (move around) in attic and fit all necessary equipment into attic access;
3. Have a roof pitch of 5:12 or greater;
4. Existing HVAC and insulation will remain in place; and
5. Any residents must vacate the property at the time of application, along with removal of all pets, through a 24 hour period.

The Maximum ARV of the Grand Prize is: \$4,999.00.

The total Maximum ARV of all prizes available to be won: \$4,999.00.

Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The winner will be selected in a random drawing on or about **Wednesday, December 4, 2019** from among all eligible entries received, which will take place at the offices of US Sweepstakes & Fulfillment Company, an independent agent of the Sponsor whose decisions are final.

WINNER NOTIFICATION: Grand Prize winner will be confirmed via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, a W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). The Releases will require the winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. Only ten (10) alternate drawings will be held after which the applicable prize may remain un-awarded.

The process to award the prize package will be begin within approximately 45 days after the winner is verified.

Once the Releases have been returned, potential winner will be contacted by the Sponsor to schedule a home inspection at a time and date as mutually agreed upon by Sponsor and winner. Qualification Inspection will be conducted on the home by an applicator/inspector designated by the Sponsor to determine whether the home is up to required code or other requirements, is structurally sound to allow the required installation to be completed, and review other conditions related to the home and site that would prevent the installation from being able to be completed as determined in Sponsor's sole discretion. Potential winner may be required to provide additional materials and/or documentation as requested by Sponsor and/or inspector. Sponsor reserves the right to disqualify a potential winner on the basis of the findings resulting from such home inspection and/or additional materials. Home inspection must be completed no later than 45 days after Releases are returned or prize will be forfeit in its entirety. Installation must be scheduled in advance as required by installer and completed within 365 days after inspection or prize will be

forfeit in its entirety. Timing of and time to complete installation is subject to conditions such as weather and other items that are beyond the reasonable control of Sponsor.

Winner will be required to provide proof, to Sponsor satisfaction, of homeowners insurance and agree to and sign any required agreements provided by installer before installation will begin.

PRIZE CONDITIONS: All expenses related to the acceptance or use of the prize is the sole responsibility of prize winner. In the event the home where Grand Prize product is to be installed exceeds the amounts listed as part of the prize package, winner is solely responsible for any costs associated with additional materials and/or installation costs.

Winner agrees to allow the residence where the prize is to be installed to be photographed by a photographer appointed by Sponsor before, during, and after the installation of the prize components. Winner may be required to sign any required media release agreements provided by sponsor/installer/third party media representatives acting on behalf of Sponsor before installation will begin.

Winner shall provide Sponsor seven (7) days prior notice of installation. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules, that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing.

Prize is not redeemable for cash. Prize is non-assignable and non-transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prize and no exchange or substitution of prize, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Grand Prize winner is responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law.

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Prize is subject to the terms and conditions of the installer of the Grand Prize components, including any warranties on labor, installation and/or materials. Winner acknowledges that the Official Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

GENERAL: Participating entrants agree to these Official Rules and the decisions of US Sweepstakes & Fulfillment Company and the Sponsor, and release the Sponsor, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (collectively, the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the

prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

NOTICE TO ONLINE ENTRANTS: In the event of a dispute over the identity of an Entrant, the Online Entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of the Online Entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any Entrant or potential Grand Prize winner to provide Sponsor with proof that such party is the authorized account holder of the email account associated with the Online Entry to Sponsor's satisfaction. Online Entry materials/data that have been tampered with or altered, or mass Online Entries or Online Entries generated by a script, macro or use of automated devices are void. Sponsor is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent sweepstakes administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible Online Entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of New Jersey. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of New Jersey without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction),

which would cause the application of the laws of any jurisdiction other than the state of New Jersey. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS PROMOTION WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

PRIVACY: By entering and providing the required entry information, entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to entrant, or other information or goods offered by its marketing partners. Personal information collected from online entrants are subject to the Privacy Policies, which can be found at <https://www.basf.com/us/en/tools/legal/data-protection.html>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see <http://www.flash.org/hurricanestrong/sweepstakes-roof-upgrade.php> or send a self-addressed, stamped envelope by December 4, 2019, to: The **Hurricane Strong Sweepstakes Official Rules Request**, PO Box 25466, Rochester, NY 14625-0466.

WINNER CONFIRMATION: For a written confirmation of the winner (available after December 4, 2019), send a stamped, self-addressed envelope (no later than January 8, 2020), to: The **Hurricane Strong Sweepstakes Winner Confirmation Request**, PO Box 25466, Rochester, NY 14625-0466.

SPONSOR: BASF Corporation, 100 Campus Drive, Florham Park, NJ 07932.

Void outside the US, in Puerto Rico, and wherever else prohibited.