

Beat The Heat Summer Giveaway Official Rules & Restrictions:

- 1. **Eligibility:** Must be 18 years or older to enter. This giveaway is subject to international, federal, state, and local laws and regulations. Void where prohibited by law. No purchase necessary to enter. Your chances of winning do not increase with a purchase.
- 2. **Sponsorship:** The sponsor is Maxpro Manufacturing, LLC., located at 31 Industrial Blvd, Whiteville, NC 28472. Sponsor will conduct the giveaway substantially as described in these official rules.
- 3. **Agreement to Rules:** By entering this giveaway, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this giveaway You represent and warrant that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Beat the Heat Summer Giveaway.
- 4. **Entry Period:** This promotion begins on 7/10/2024 at 12:00 pm EST and ends on 7/17/2024 at 11:59 pm EST ("Entry Period"). To be eligible for the giveaway, entries must be received within the specified Entry Period.
- 5. **How to Enter:** Eligible entrants can enter The Beat the Heat Summer Giveaway by liking the giveaway post on Instagram and/or TikTok and tagging two (2) friends in the comments. Entrants must also follow Maxpro Window Films on Instagram and/or TikTok to be considered. As a participant, your entry must fully meet all giveaway requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.
- 6. **Prizes:** The Winner of the Beat the Heat Summer Giveaway (the "Winner") will receive a 60" roll of Maxpro Window Film of the winner's choosing valued at approximately \$575. The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.
- 7. **Selection and Notification of Winner:** The Winner will be chosen at random. The Sponsor will notify the Winner by direct message on the platform of entry (Instagram or TikTok) within two (2) days following Winner selection. Winner selection will take place on 7/18/2024. The Sponsor is not responsible for nor shall have no liability for Winner's

failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner I) fails to claim the prize within two (2) days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the Beat the Heat Summer Giveaway) by the Winner is upon the condition of compliance with any and all international, federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- 8. **Rights Granted by You:** By submitting an entry (e.g., text, video, photo, etc.) into this giveaway, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees' successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Beat the Heat Summer Giveaway, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration. Entries must contain original work and not violate anyone's proprietary or intellectual property rights. Entrants that do not adhere to this will be disqualified.
- 9. **Terms & Conditions:** In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Beat the Heat Summer Giveaway should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Beat the Heat Summer Giveaway. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the giveaway or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Beat the Heat Summer Giveaway, to void votes for any reason, including, but not limited to: multiple entries from the same user beyond the number allowed by the giveaway rules; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Beat the Heat Summer Giveaway may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.
- 10. **Limitation of Liability:** By entering, You agree to release and hold harmless Maxpro Manufacturing, LLC. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from:(i) such entrant's participation in a contest/promotion/giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof (ii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service (iii) unauthorized human

intervention in any part of the entry process or the contest/promotion/giveaway (iv) electronic or human error in the administration of the Promotion or the processing of entries.

- 11. **Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND NORTH CAROLINA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this giveaway, they shall be individually resolved exclusively before a court located in North Carolina having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than the participant's actual out-of-pocket expenses (i.e. costs associated with entering this giveaway). The participant waives all rights to have damages multiplied or increased.
- 12. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Maxpro Manufacturing, LLC. website. Click <u>here</u> to read the Privacy Policy.
- 13. **Social Media Channel-Specific Rules:** Per Instagram and TikTok rules, this contest hosted by Maxpro Manufacturing, LLC. is in no way sponsored, administered, or associated with Instagram or TikTok. By entering, entrants confirm that they release Instagram and TikTok of responsibility and agree to Instagram and TikTok's terms of use.
- 14. By entering this contest, You, the Entrant confirm to have affirmatively reviewed, accepted, and agreed to all the Official Rules.