

DWYER FRANCHISING LLC D/B/A NEIGHBORLY®
HANDS-FREE RESTROOM GIVEAWAY OFFICIAL RULES 2021

1) NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THE GIVEAWAY IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, WASHINGTON, D.C., PUERTO RICO, OR CANADA (EXCLUDING QUEBEC) WHO ARE AT LEAST 21 YEARS OLD AT TIME OF ENTRY. VOID WHERE PROHIBITED.

2) GIVEAWAY DESCRIPTION AND PERIOD: “HANDS-FREE RESTROOM GIVEAWAY” (the “Giveaway”) begins on May 17, 2021 at 5:00 a.m. PST and runs through 9:00 p.m. PST on June 25, 2021 (the “Giveaway Period”). The Giveaway is for nominated commercial business customers only, not for residential customers. Entrants must have internet access and a valid email address to participate. During the Giveaway Period, participants can enter the Giveaway by visiting <https://neighborly-brands.app.do/hands-free-restroom-giveaway> (the “Entry Page”) and submitting their name, phone, address and email as well as the name and address of the business they are nominating. Mr. Rooter Plumbing, as defined below, as the Administrator and must receive your entry via website by 9:00 p.m. PST on June 25, 2021. ALL ENTRIES MUST BE RECEIVED WITHIN THE GIVEAWAY PERIOD. By entering this Giveaway you understand that you are providing your information to Sponsor and Administrator and the information you provide will only be used for verification of your eligibility to participate in the promotion and as otherwise provided for in these Official Rules. Please direct any questions or comments regarding this promotion to the Administrator.

The Administrator will randomly select the name of the winning nominated business among all Entrants by 5:00 pm PST on -June 25 2021. The winner will be notified via email. The prize for the winning nominated business will consist of one (1) individually awarded Hands-Free Restroom inclusive of four (4) flush valves, four (4) faucets, four (4) soap dispensers, two (2) towel dispensers., two (2) exit door foot pulls, one (1) Hands-Free Decal and one (1) Cleaning Schedule Chart (the “Prize”) valued at approximately \$5,000 (parts & labor) USD. The winning nominated business must claim the Prize (including providing all documentation required) by 5 p.m. PST on -July 9, 2021. If winning nominated business cannot be contacted, is ineligible, fails to claim the prize, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited. Subject to the same terms and conditions of the acceptance of the Prize by the randomly selected winning nominated business including the execution of Affidavit of Eligibility, and subject to the actual acceptance of the randomly selected winning nominated business, the Entrant that nominated the winning business shall also receive a prize consisting of a \$500 Visa gift card.

3) SPONSOR: This Giveaway is presented by Dwyer Franchising LLC d/b/a Neighborly ., located at 1010 North University Parks Drive, Waco, Texas 76707 (“Sponsor”).

Administrator: Mr. Rooter SPV LLC (“Mr. Rooter Plumbing”), located at 1010 North University Parks Drive, Waco, Texas 76707

If you have opted-in to receive communications from us, but would prefer not to receive future giveaway mailings from Sponsor and Administrator, please write to: Mr. Rooter Plumbing, 1010

North University Parks Drive, Waco, Texas 76707, Attn: Mr. Rooter Plumbing Hands-Free Restroom.

4) ELIGIBILITY:

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE GIVEAWAY. **A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.** Only one (1) entry per Entrant, person, per business, and per email address will be allowed, regardless of the method of entry. Entrants must be twenty-one (21) years of age or older at the time the entry is submitted and be a legal resident of one (1) of the fifty (50) United States, Washington, D.C., Puerto Rico, or Canada (excluding Quebec). The Giveaway is not open to any individual that is an immediate family member or member of the household (whether or not related) of an employee, officer or director of Sponsor, or any of its respective agencies, affiliates, subsidiaries, or parent companies ("the Sponsor Affiliates"). The term "immediate family" includes spouses, sibling, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related. Sponsor reserves the right to require proof of eligibility. By participating in the Giveaway, you agree to these Official Rules. All decisions by Sponsor and Administrator are final and binding in all respects, and you accept and agree to be bound by these Official Rules. You agree that submission of your entry constitutes your agreement to be part of the Giveaway and to receive promotional and other solicitations from or on behalf of Sponsor or Sponsor Affiliates. Sponsor reserves the right, at its sole discretion, to disqualify any individual from the Giveaway that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Giveaway, to be acting, or be, in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Giveaway. Any use of any robotic, automatic, macro, programmed, copied, or like entry methods, will void all such entries by any such methods, and will disqualify any participant using such methods. **Any entry that the Sponsor or Administrator determines, in their sole discretion, is incomplete or believes to be fraudulent or corrupted is void and will not be accepted and will be disqualified from the Giveaway. Multiple entries from the same individual or that violate these rules of eligibility will result in disqualification of the entry and the individual. WINNERS/PRIZE:**

The Prize is non-transferable. All expenses not specified herein, including, without limitation, all federal, state/province and local taxes, are the winner's sole responsibility. Winner must claim the Prize by 5 p.m. PST on July 9, 2021-. Failure to timely claim the Prize (including providing all documentation required) by the deadline will result in forfeiture of the Prize. Prize is non-assignable and non-transferable. No more than the stated Prize and value of Prize listed in these Official Rules will be awarded. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Giveaway.

5) HOW TO ENTER: NO PURCHASE IS NECESSARY TO ENTER OR WIN, and no entry fee or payment is necessary to participate in the Giveaway. Sponsor and Administrator invites people to nominate a business that contributes to their local community. Entrants must have internet access and a valid email address to participate. To enter the Giveaway, Entrants must visit the Giveaway Application Page and follow the onscreen directions to enter (an "Entry"). This includes providing the following information to submit an entry: First Name, Last Name, Email Address, Postal

Address, City, State, Zip Code, and Phone Number of both the entrant as well as the business being nominated. Incomplete Entries or Entries that do not fully comply with these Official Rules and the Submission Guidelines, in the sole discretion of Sponsor and Administrator, will not be eligible.

A link to the Giveaway Application Page may be posted on the Sponsor's Facebook Page <https://neighborly-brands.app.do/hands-free-restroom-giveaway>; however, this Giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook®. Facebook® is a registered trademark of Facebook, Inc. By entering this Giveaway you understand that you are providing your information to Sponsor and not to Facebook and you agree to release and hold harmless Facebook from any and all claims related to your entry in the Giveaway. The information you provide will be used for verification of your eligibility to participate in the Giveaway and as otherwise provided for in these Official Rules. Please direct any questions or comments regarding this Giveaway to Sponsor. Each Entrant is solely responsible for any and all uses of his/her registered Facebook account. Entrants must adhere to the terms and conditions governing the social media channel where they post their submissions/vote. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media channel on which it is presented. You understand that you are providing your information to Sponsor and not to those entities.

To enter by mail, legibly hand print your First Name, Last Name and Email Address on a card, and mail the Entry postmarked by June 15, 2021 (the "Giveaway Deadline"), to:

Mr. Rooter SPV LLC
Attn: Mr. Rooter Hands Free-Giveaway
1010 North University Parks Drive,
Waco, Texas 76707

ALL ENTRIES MUST BE RECEIVED BY THE END OF AND NO LATER THAN THE GIVEAWAY PERIOD. Only one entry per person, per household, per email address will be allowed, regardless of the method of entry. Multiple Entries submitted by a single Entrant are void. The use of script, macro, automated entry or similar devices or any other devices that subvert the entry process to participate is prohibited and all Entries through such devices are void. Entrants must fully complete and submit all non-optional information requested to in the entry form to be eligible for the Giveaway. All Entries and any other submitted materials become the property of Sponsor and none will be returned. Sponsor is not responsible for transactions or Entries that are lost (for any reason including computer, telephone, human or other error or omission), incomplete, inaccurate, interrupted, stolen, deleted, delayed, garbled, mutilated, damaged, illegible, late or misdirected or that are processed, reported undeliverable or transmitted incorrectly; or for printing, typographical or other errors appearing within these Official Rules, in any Giveaway-related advertisements or other materials; or for other errors or problems of any kind whether mechanical, technical, human, telephonic, network, electronic wireless or otherwise relating to or in connection with the Giveaway, including, without limitation, errors or problems which may occur in connection with the administration of the Giveaway, the processing of Entries, the announcement of the Prize, the inability to access any website associated with this Giveaway or process any transaction thereon or for inaccurate transmissions or failure to receive entry information on account of technical problems, traffic congestions on the Internet or any combination thereof. Any such Entries will be void.

By entering this Giveaway, each Entrant gives express permission to be contacted by Sponsor, Administrator and/or its designee by telephone, text message, email and/or postal mail for Giveaway purposes as well as for additional services offered by Mr. Rooter Plumbing.

In addition, online Entrants will be given the ability to opt-in to receive future email, updates, offers and promotional materials from Sponsor or Administrator; however, eligibility to participate in the Giveaway is not dependent upon Entrant's consent to receive such emails and consenting to receive such emails does not impact Entrant's chances of winning. Only Entrants who opt-in will receive such offers.

Based upon your cellular phone provider, standard data rates may apply if you use your cellular phone to participate in this Giveaway. Please check with your cellular phone provider to determine if you will incur charges before participating in this Giveaway.

6) ADDITIONAL CONDITIONS OF ENTRY:

- a) **Use of Entrant Information:** By entering the Giveaway, each Entrant grants permission to Sponsor and its agents, designees, and licensees, without further compensation, to the use of the Entrant's name, voice, photograph/likeness and any other information provided in Entrant's Entry for advertising and promotional purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet), except where prohibited by law. Upon request, any Prize winner will provide consent to such in writing. Entrant's name and email address may be used by Sponsor and shared with Sponsor's partners for marketing purposes if Entrant opts-in, via his or her Entry, to receiving such communications. Entrant's agreement to receive marketing materials is not a condition of entering the Giveaway nor does it increase Entrant's chances of winning.
- b) **Execution of an Affidavit of Eligibility by each Prize Winner:** Except where prohibited by law, by entering, each Entrant or selected business winner agrees that, if selected as a Prize winner, each Entrant or selected business winner will sign an affidavit of eligibility, in the form presented by Sponsor. By entering, Entrants give express permission to be contacted by Sponsor by email relating strictly to the Giveaway.
- c) **Disqualification:** Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who fails or refuses to comply with these Official Rules, who enters or attempts to enter the Giveaway, in any manner, or through any means, other than as described in these Official Rules, or who disrupts or attempts to disrupt the Giveaway or circumvents any of these Official Rules.
- d) **Compliance with Laws:** All federal, provincial, state and local laws and regulations apply.
- e) **Content Ownership:** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned or used under license by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

- f) Termination: Sponsor reserves the right to terminate the Giveaway for any or no reason, at any time, with or without notice, prior to the end of the Giveaway Period, or to modify, suspend or immediately terminate the online portion of the Giveaway if infected with a computer virus or is otherwise technically impaired.

7) ANNOUNCEMENT OF WINNER:

Administrator will announce the winner of the contest by July 23, 2021 via Facebook.

No prizes, other than the \$500 Visa gift card to the entrant of the nominated winning business, will be awarded to the creators of the submission, prizes will be awarded to the business nominated in the submission. The Administrator will verify eligibility of nominated business and, if eligible, will coordinate with awarding prize to nominated business. Entrants of potentially winning submissions and their nominated businesses are subject to verification and will both be required to an Affidavit of Eligibility, W9, any required provincial tax documents, Liability Release with (where lawful) a publicity release for receipt by Sponsor or the applicable Prize may be forfeited.

The nominated business that is selected as prize winners will be required to sign a Prize Acceptance Form and provide tax reporting information ("Prize Documents"). Prize Documents (PDF) will be emailed to the nominated business and the nominated business must complete and return such documents by email (PDF) by the deadline specified in the email notification. Noncompliance within any stated time period or return of any prize/prize notification as undeliverable may result in disqualification without further notice and an alternate winner may be determined.

No Entrants are official winners unless Administrator confirms such. Each Entrant agrees that Administrator has the sole right, authority and discretion to determine each winner of the Giveaway and to resolve all matters or disputes arising from the Giveaway and that Administrator's determination is final and binding. For the name of the Prize winners, if any, send a self-addressed, first class stamped envelope to: , Mr. Rooter SPV LLC 1010 North University Parks Drive, Waco, Texas 76707, Attn: Mr. Rooter Plumbing Hands-Free Restroom, with a note that you request the name of the winner.

In the event of a dispute as to the identity of any online Entrant based on social media account, Entrant will be deemed to be the "authorized account holder" of the social media account if Entrant can prove the email address associated with the social media account submitted at the time of Entry provided by Entrant belongs to Entrant and is eligible according to these Official Rules. "Authorized account holder" of the email address is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider or other organization (e.g., a business, educational institution, etc.) which is responsible for assigning email addresses for the domain associated with the submitted email address. In the event a winning "Authorized account holder" is a joint account, a total of one (1) Prize will be awarded in the names of the joint account holders. Proof (to Administrator's satisfaction) of being the authorized account holder may be required by Administrator. Sponsor and Administrator reserves the right to modify prize award procedures.

If the potential Prize winner is a Canadian resident, before declared the Prize Winner, the selected

Entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail in order to receive a Prize.

8) LIMITATIONS OF LIABILITY: BY ENTERING, EACH ENTRANT AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, ITS PARENT CORPORATION, SUBSIDIARIES, AFFILIATES, LICENSEES, PRIZE SUPPLIERS, AND ADVERTISING AND PROMOTION AGENCIES, AND EACH OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS, OR LIABILITY OF ANY KIND RESULTING FROM OR ARISING FROM PARTICIPATION IN THE Sweepstakes OR ACCEPTANCE, POSSESSION, USE, MISUSE OR NONUSE OF ANY PRIZE THAT MAY BE AWARDED. RELEASEES ARE NOT RESPONSIBLE FOR TECHNICAL, COMPUTER, MECHANICAL, NETWORK, WIRELESS, TELEPHONE EQUIPMENT, ELECTRONIC, HARDWARE OR SOFTWARE MALFUNCTIONS OF ANY KIND, ERRORS, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATIONS OR TRANSMISSION, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO OR ALTERATIONS OF ENTRY MATERIALS, TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ANY COMBINATION THEREOF, PRINTING, TYPOGRAPHICAL, HUMAN OR OTHER ERRORS RELATING TO OR IN CONNECTION WITH THE GIVEAWAY, INCLUDING, WITHOUT LIMITATION ERRORS

WHICH MAY OCCUR IN THE ADMINISTRATION OF THE GIVEAWAY, THE PROCESSING OF ENTRIES, THE ANNOUNCEMENT OF THE PRIZE, OR IN ANY GIVEAWAY RELATED MATERIALS. BY ENTERING, EACH ENTRANT AGREES THAT: A.) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES; B.) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS GIVEAWAY, OR THE PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; C.) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS FEES; AND D.) IN NO EVENT SHALL THE TOTAL LIABILITY OF EITHER PARTY EXCEED THE SWEEPSTAKES PRIZE VALUE.

9) ODDS OF WINNING PRIZE: Estimated odds of winning are 1:25,000; however, the actual odds of winning depend upon the total number of eligible Entrants received during the Giveaway Period.

10) TAXES:

The winner will be solely responsible and liable for any and all federal, state, provincial, local and other taxes, fees and/or surcharges or taxes associated with the Prize and for any other expenses and costs not specifically described herein. By entering the Sweepstakes, each Entrant agrees that, if selected as a Prize winner, Entrant will provide Sponsor and Administrator with all information required for Sponsor and Administrator to complete the appropriate tax forms and related documents (if any), including, without limitation, a W-9 Form.

11) RELEASE:

All Entrants, as a condition of Entry into the Giveaway, agree to release Sponsor and Administrator, from and against any and all liability, loss, claims, demands or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) accessing the Entry Page; (b) submitting an Entry or otherwise participating in any aspect of the Giveaway; (c) the receipt, ownership or use of any Prize awarded; (d) preparing for, participating in or traveling to and/or from any Prize-related activity; or (e) any typographical or other error in these Official Rules or the announcement of the offering of the Prize. Each Prize winner shall bear all risk of loss or damage to the Prize after it has been delivered. The Sponsor makes no representations or warranties of any kind concerning the appearance, safety, or performance of the Prize. Except for residents of Tennessee and where prohibited by law, each Prize winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known or developed (including without limitation use online at the Giveaway, Sponsor's website (the "Website"), in perpetuity the Prize winner's Entry, name, address, voice, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

12) MISCELLANEOUS:

This Giveaway is subject only to the laws of Texas in the United States. Unclaimed prizes will not be awarded. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law. Failure to comply with these Official Rules may result in disqualification.

GOVERNING LAW/JURISDICTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor, Administrator, and promotion entities in connection with the Giveaway shall be governed and construed in accordance with the internal laws of the State of Texas without giving effect to any choice of law or conflict of law Official Rules or provisions that would cause the application of any other state or province's laws. EXCEPT AS PROHIBITED BY LAW AND AS A CONDITION OF PARTICIPATING IN THIS GIVEAWAY, ENTRANT HEREBY WAIVES ANY RIGHT HE/SHE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GIVEAWAY, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HERewith AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

13) PRIVACY: Except as otherwise stated in these Official Rules, any personal information collected in connection with this Giveaway will be used in accordance with the Sponsor's Privacy Policy, a copy of which can be found at <https://www.dwyergroup.com/privacy-policy/v2/>, and with any other consent given by an Entrant. Participation in this Giveaway constitutes consent to said Privacy Policy. Any communication or information transmitted to Sponsor is and will be treated as non-confidential and non-proprietary.

If Entrant is a California resident, we may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), you have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit <https://www.neighborlybrands.com/privacy-policy/california-consumer-privacy-act/>.

THIS GIVEAWAY IS VOID WHERE PROHIBITED BY LAW. NO PURCHASE NECESSARY.

AFFIDAVIT OF ELIGIBILITY

Dwyer Franchising LLC d/b/a Neighborly®
Hands-Free Restroom Giveaway

I, _____ being duly sworn, say I am
_____ years of age.

Home Telephone Number (_____) _____ - _____

I reside at the following address: (please print)

Address: _____

City: _____ State: _____ Zip: _____

I am submitting this affidavit to Dwyer Franchising LLC d/b/a Neighborly and Mr. Rooter SPV LLC with the understanding that it will be relied upon to determine my eligibility in Dwyer Franchising LLC d/b/a Neighborly and Mr. Rooter SPV LLC® Hands-Free Restroom Giveaway (the "Giveaway") sponsored by Dwyer Franchising LLC d/b/a Neighborly (the "Sponsor"). and Mr. Rooter SPV LLC (the "Administrator") I represent that I have complied with all the Official Rules and regulations of this Giveaway and have perpetrated no fraud or deception in registering for the Giveaway or in claiming any prize. I further represent that I or a member of my immediate family or household are not employees of the Sponsor, its affiliates, subsidiaries, advertising agencies, nor am I or any member in my immediate family or household, connected with Sponsor in any way. I further understand that if I am selected as a Prize winner that I hereby, for myself, my heirs, executor, and administrators, waive and release any and all rights and claims I may have against Dwyer Franchising LLC d/b/a Neighborly and Mr. Rooter SPV LLC and for any matter, cause whatsoever with respect to, or arising as a result of, any prize that I may have won through the Giveaway. I further understand that if I am awarded a prize, any and all associated taxes are my sole responsibility and I may receive a 1099 form at the end of the calendar year. I grant permission for the use of my name, city, state and/or photograph for advertising and promotional purposes in conjunction with this Giveaway and similar promotions without additional compensation.

(Signature)

(Date Signed)