# MR. HANDYMAN'S SUMMER GIVEAWAY OFFICIAL RULES SUMMER 2024

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 FORTY-EIGHT (48) LOWER UNITED STATES (EXCLUDING ALASKA, HAWAII, WASHINGTON, D.C. PUERTO RICO AND QUEBEC) WHO ARE AT LEAST 18 YEARS OLD AT TIME OF ENTRY AND MEET ALL OTHER REQUIREMENTS, INCLUDING ELIGIBILITY, SET OUT HEREIN. VOID WHERE PROHIBITED.

1. GIVEAWAY DESCRIPTION AND PERIOD: "SUMMER GIVEAWAY" (the "Giveaway") begins on JULY 8, 2024 at 5:00 a.m. PST and runs through 9:00 p.m. PST on July 21, 2024 (the "Giveaway Period").

The Giveaway is for residential customers only, not for commercial customers. Entrants must have internet access and a valid email address to participate.

- 2. SPONSOR: This Giveaway is presented by: Mr. Handyman SPV LLC (Mr. Handyman®), located at 1010 North University Parks Drive, Waco, Texas 76707 ("Sponsor").
- **3. HOW TO ENTER:** No purchase necessary.

**Sponsor's Website**: During the Giveaway Period, to enter, if you are a US resident, visit the Giveaway Application Page at https://neighborly-brands.app.do/mrhandymansummercontest-2024 A link to the Giveaway Application Page may also be posted on the Sponsor's Facebook® Page, <a href="https://www.facebook.com/MrHandyman">https://www.facebook.com/MrHandyman</a>. Follow the onscreen directions on the Giveaway Application Page. You will be asked to complete all mandatory fields on the entry form by providing the following information: first and last name, email address, complete mailing address with city state, zip code or postal code, and phone number with area code ("Entry" or "Entries"). Incomplete Entries or Entries that do not fully comply with these Official Rules and the Submission Guidelines, in the sole discretion of Sponsor, will not be eligible.

\*Facebook® Disclaimer. This Giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook®. Facebook® is a registered trademark of Meta Platforms, Inc. By entering this Giveaway you understand that you are providing your information to Sponsor and not to Meta and you agree to release and hold harmless Meta from any and all claims related to your entry in the Giveaway. Each Entrant is solely responsible for any and all uses of his/her registered Facebook account.

**By Mail.** To enter by mail, legibly hand print your first and last name, and email address on a card, and mail the Entry postmarked by July 15, 2024 and received by July 18, 2024, to:

Mr. Handyman SPV LLC Attn: Mr. Handyman SummerGiveaway 1010 North University Parks Drive, Waco, Texas 76707 **4. LIMIT:** Only one Entry per person, per household, and per email address will be allowed, regardless of the method of entry. Sponsor reserves the right to require proof of eligibility.

ALL ENTRIES MUST BE RECEIVED BY THE END OF THE GIVEAWAY PERIOD. Multiple Entries submitted by a single Entrant and incomplete Entries 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. 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.

5. COMPLIANCE WITH CONTEST RULES, DECISIONS OF SPONSOR ETC.: By entering, you acknowledge that you have read, understood and agree to be bound by these Official Rules and further agree that Sponsor has sole right, authority and discretion to make decisions regarding all matters relating to the Giveaway, that such decisions are final and binding, and you agree to be bound by them.

You further understand and agree that your entry information will be used to administer the Giveaway, including being contacted by email in connection with the Giveaway, and if selected, for verification of your eligibility, and as otherwise provided for in these Official Rules. Please direct any questions or comments regarding this promotion to Sponsor.

**6. ELIGIBILITY:** To enter, you must be: (a) eighteen (18) years of age or older at the time the entry; (b) a legal resident of the forty-eight (48) lower United States (excluding Alaska, Hawaii, Washington, D.C., Puerto Rico, and U.S. Territories; (c) the owner of a residential, and not commercial property; and (d) reside in an area that is serviced by a Mr. Handyman® franchise location.

You are not eligible if you are an employee, officer, director, agent or representative of Sponsor, or its parent corporation, subsidiaries, affiliates, designees, licensees, franchisees, prize suppliers and advertising and promotional agencies, or a member of the immediate family or household of any such employee, officer, director, agent or representative. For these rules, "immediate family" means spouses, including common law, 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, regardless of where they reside. Groups, associations and other legal entities are not eligible.

**7. RANDOM DRAW:** A random draw will be conducted on or about July 23, 2024 from all entries received during the Giveway Period. The winner will be notified via email.

- **8. ODDS OF WINNING PRIZE:** Odds of winning depend upon the number of Entries received during the Giveaway Period.
- **9. PRIZE:** There are five prizes available to be won each consisting of a maximum value of approximately \$2,000 for up to eight (8) hours of handyman labor services (maximum per prize value of \$2,000 is inclusive of demolition, professional services, permits, materials & labor) USD.
- **10. PRIZE LIMITATIONS**. Selected entrant must be confirmed as the winner of the Prize (including by returning all documentation required) by 5 p.m. PST on July 24, 2024. Prize must be accepted as awarded, is non-refundable, non-transferable and cannot be assigned or converted to cash, except in the following instance. Sponsor reserves the right, in its sole discretion, to substitute the Prize or a component of the Prize if the Prize or a component cannot be awarded as described for any reason. One prize per applicant per household.

All expenses not specified herein, including, without limitation, all federal, state, provincial, and local taxes, are the winner's sole responsibility. Failure to timely be confirmed as a Winner (including by returning all documentation required) by the deadline will result in forfeiture of the Prize. No more than the stated number of prizes will be awarded. 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.

- 11. TAXES: The winner who takes possession of the Prize is solely responsible for reporting and paying any and all applicable federal, state, provincial and local taxes. The winner must provide Sponsor with valid identification and a valid taxpayer social security number before the Prize will be awarded. The winner of the Giveaway will receive an IRS Form 1099-MISC at the end of the calendar year in which the market value of the product will be allocated, a copy of which will be filed with the IRS.
- **12. MODIFICATION TO RULES / CONTEST.** Sponsor reserves the right to modify these Official Rules without prior individual notice. Sponsor reserves the right to modify, suspend or 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 any factor interferes with its administration as determined by Sponsor in its sole discretion.
- **13. WINNER CONFIRMATION.** The selected Entrant will be notified by email within 3 days of the Random Draw. To be confirmed a winner, the selected Entrant must:
  - (a) comply with these Official Rules;
  - (b) respond to the email notification of being selected in the Random Draw within 48 hours of first attempt by Sponsor;
  - (c) return, fully executed, the Affidavit of Eligibility by Prize Winner / Consent to Publicity, in the form presented by Sponsor, and any other documentation Sponsor may require, by 5 p.m. PST on July 31, 2024 or such other deadline as may be stipulated by Sponsor; and

If the selected Entrant cannot be contacted, is ineligible, fails to timely return a completed and executed declaration and release as required, or otherwise fails to be confirmed as above, the prize will be forfeited.

- 14. UNSPORTSMANLIKE CONDUCT / DISQUALIFICATION: Sponsor reserves the right, at its sole discretion, to disqualify any individual or Entrant 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 determines, in its 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.
- 15. CONSENT TO PUBLICITY: Except for residents of Tennessee and where prohibited by law, by accepting the Prize, winner grants to Sponsor, in writing, 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.
- **16. COMPLIANCE WITH LAWS:** All federal, state, provincial and local laws and regulations apply. This Giveaway is void where prohibited by law.
- 17. 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.
- **18.** ANNOUNCEMENT OF WINNER: Sponsor will announce the confirmed winner by July 24, 2024 via Facebook. No Entrants are official winners unless Sponsor confirms such. For the name of the Prize winners, if any, send a self-addressed, first class stamped envelope to: Mr. Handyman SPV LLC, 1010 North University Parks Drive, Waco, Texas 76707, Attn: Mr. Handyman Summer Giveaway, with a note that you request the name of the winner.
- 19. AUTHORIZED ACCOUNT HOLDER: "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 Sponsor's satisfaction) of being the authorized account holder may be required by Sponsor. Sponsor reserves the right to modify prize award procedures.

LIMITATIONS OF LIABILITY: BY ENTERING, EACH ENTRANT AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, ITS PARENT CORPORATION, SUBSIDIARIES, AFFILIATES, DESIGNEES, LICENSEES, FRANCHISEES, PRIZE SUPPLIERS, AND ADVERTISING AND PROMOTION AGENCIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, SUCCESSORS AND ASSIGNS, (COLLECTIVELY, "RELEASEES") FROM AND AGAINST

ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS, OR LIABILITY OF ANY KIND RESULTING FROM OR ARISING FROM PARTICIPATION IN THE GIVEAWAY OR ACCEPTANCE, POSSESSION, USE, MISUSE OR NONUSE OF ANY PRIZE THAT MAY BE AWARDED.

RELEASES 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.

- 20. RELEASE OF LIABILITY: All Entrants, as a condition of Entry into the Giveaway, agree to release Sponsor and the Releasees, 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.
- **21. GOVERNING LAW:** U.S. citizens of this Giveaway are subject only to the laws of Texas in the United States, as applicable. 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.
- 22. ARBITRATION/CHOICE OF LAW: Except where prohibited, participants in the Giveaway agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, or any prize awarded, or the administration of the Giveaway or the determination of a winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, for U.S residents to take place in the State of Texas, U.S.A., pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of- pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will a participant be

permitted to obtain awards for and participants hereby waive 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.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor in connection with the Promotion, for U.S residents shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of law doctrine, and for Canadian residents shall be governed by, and construed in accordance with, the laws of the province of Ontario, without regard to conflicts of law doctrine.

23. 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 <a href="https://www.neighborly.com/privacy-policy">https://www.neighborly.com/privacy-policy</a> 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.

We may collect Entrant personal information pursuant to this Giveaway. If Entrant is a resident of a state with supplemental privacy laws, they may have additional privacy rights. Under the California Consumer Privacy Act as amended by the California Privacy Rights Act (CPRA), the Colorado Privacy Act of 2021 (CPA), the Connecticut Data Privacy Act of 2022 (CDPA), the Virginia Consumer Data Protection Act of 2021 (VCDPA), and the Utah Consumer Privacy Act of 2022 (UCPA), 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 <a href="https://www.neighborly.com/your-privacy-rights">https://www.neighborly.com/your-privacy-rights</a>.

## 24. PROMOTIONAL MESSAGES:

**For US residents:** You agree that submission of your Entry constitutes your express permission to be contacted by Sponsor and/or its designee by telephone, text message, email and/or postal mail for Giveaway purposes and to receive future updates, offers and promotional materials from Sponsor and its parent corporation, subsidiaries, affiliates, designees, licensees and franchisees (collectively "Affiliates").

Based upon your cellular phone provider, standard data rates may apply to your receipt of marketing text messages from us. Please check with your cellular phone provider to determine if you will incur charges before participating in this Giveaway.

You can unsubscribe any time from marketing email and text messages by follow the unsubscribe instructions in the messages. To unsubscribe from our mailing list, please write to: Mr. Handyman, 1010 North University Parks Drive, Waco, Texas 76707, Attn: Mr. Handyman Summer Giveaway.

If you consent to receiving text messages, based upon your cellular phone provider, standard data rates may apply. Please check with your cellular phone provider to determine if you will incur charges before opt-ing in..

Entrants who enter by mail will not be automatically added to our promotional marketing list.

**For All Entrants**: Entrant's agreement to receive marketing materials is not a condition of entering the Giveaway nor does it increase Entrant's chances of winning.

## AFFIDAVIT OF ELIGIBILITY, RELEASE OF LIABILITY AND CONSENT TO PUBLICITY

# Mr. Handyman® Summer Giveaway

l,		being duly	y sworn, say I am
years of age.			•
Home Telephone Number ()_	<del>-</del>		
reside at the following address: (pleas	se print)		
Address:			
City: Code:	State/Province:	Country:	Zip/Postal

I am submitting this affidavit to Mr. Handyman SPV LLC with the understanding that it will be relied upon to determine my eligibility in Mr. Handyman® Summer Giveaway (the "Giveaway") sponsored by Mr. Handyman SPV LLC (the "Sponsor") to receive one of five prizes each valued at \$2,000.00 USD ("Prize").

I have read, understood and complied with the Official Rules for the Giveaway (a copy of which is attached).

I represent that I have complied with all the Official Rules for this Giveaway and have perpetrated no fraud or deception in registering for the Giveaway or in claiming the Prize.

I represent that I meet all eligibility requirements in the Office Rules. Specifically, (a) I am at least 18 years of age at the time I entered the Giveaway, (b) I reside in the United States, but not Alaska, Hawaii, Washington, D.C., Puerto Rico and U.S. Territories; (c) I am the owner of a residential, and not commercial property; and (d) I reside in an area that is serviced by a Mr. Handyman® franchise location.

I further represent that neither I nor any member of my immediate family or household is an employee, officer, director, representative or agent of the Sponsor, or its parent corporation, subsidiaries, affiliates, designees, licensees, franchisees, prize suppliers and advertising and promotional agencies, or a member of the immediate family or household of any such employee, officer, director, agent or representative.

### I understand that:

the Prize must be accepted as awarded, is non-refundable, non-transferable and cannot be assigned or converted to cash, except in the following instance. I understand that the Sponsor has the right, in its sole discretion, to substitute the Prize or a component of the Prize if the Prize or a component cannot be awarded as described for any reason.

the Prize is as described and that all other expenses not specifically described as included in the Prize are my responsibility, including all federal, state, and local taxes, are my sole responsibility and I may receive a 1099 form at the end of the calendar year.

failure to be confirmed as a Winner in timely manner (including by returning this executed Affidavit) by the deadline will result in forfeiture of the Prize.

### RELEASE OF LIABILITY

I agree that the awarding of the Prize shall fully satisfy my entitlement as a participant and winner in the Giveaway and I hereby waive and release any and all rights and claims fully remise, release and fully discharge the Sponsor, its parent corporation, subsidiaries, affiliates, licensees, franchisees, prize suppliers, and advertising and promotional agencies, and each of their respective officers, directors, shareholders, employees, agents and representatives, successors and assigns (collectively, the "Releasees") from any and all claims, demands, damages, actions or causes of action of any nature whatsoever, whether known or unknown, whether in law or in equity, and including, without limitation, alleged negligence or gross negligence on the part of any Releasee(s), which I or my heirs, executors, administrators, successors or assigns may now have or hereafter have against any of the Releasees relating to, arising of out of, or in connection with the Contest or my acceptance or use of the Prize or any other aspect of the Prize.

Without limiting the generality of the foregoing, I acknowledge that the Releasees will not be responsible for any injury, accident, or any other loss, damage, expense or misfortune relating to, arising out of, or in connection with the Prize.

## CONSENT TO PUBLICITY

In consideration of receiving the Prize, I hereby grant permission to Sponsor, and its parent corporation, subsidiaries, affiliates, licensees, and franchisees, to use my name, city, state, province and/or voice, photograph/likeness for advertising and promotional purposes in conjunction with this Giveaway and similar promotions without additional compensation in any media and without restriction.

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I understand that I will be disqualified from receiving the Prize if any of the statements made by me in this Affidavit are found to be false, and I agree to return immediately upon demand to the Sponsor the value of the Prize I have won under the Giveaway and take any other remedial action reasonably requested by the Sponsor.

I state further that I have read this Affidavit of Eligibility and Liability and Publicity Release prior to its execution, and that I fully understand its contents.

(Signature)	(Date Signed)