#### OFFICIAL RULES SEPT- DEC 2024 KNAUF INDOOR AIR QUALITY SWEEPSTAKES NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE

Knauf Insulation, Inc. ("Knauf" or "Sponsor") is giving Knauf customers a chance to win an indoor air purifier in the **SEPT- DEC 2024 INDOOR AIR QUALITY SWEEPSTAKES** (the "Sweepstakes"). This Sweepstakes is governed by these Official Rules ("Rules"). Any individual who enters, attempts to enter or in any way participates or attempts to participate in the Sweepstakes ("Participant") agrees to be bound by the terms and conditions provided in these Rules, as well as by all interpretations of these Rules by Knauf and by all other decisions of Knauf, which are final and binding in all matters relating to the Sweepstakes. These Rules shall be interpreted by Knauf, in its sole and exclusive discretion.

#### **NO PURCHASE NECESSARY:**

No purchase is necessary to enter or win a prize. A purchase will not improve your chances of winning. BUYING WILL NOT HELP YOU WIN. YOUR CHANCES OF WINNING WITHOUT MAKING A PURCHASE ARE THE SAME AS THE CHANCES OF SOMEONE WHO PURCHASES SOMETHING. ELIGIBILITY:

## BY ENTERING THE SWEEPSTAKES, EACH ENTRANT FULLY AND UNCONDITIONALLY AGREES TO AND ACCEPTS THESE RULES, THE INFORMATION PROVIDED BY KNAUF IN CONNECTION WITH THE SWEEPSTAKES, AND THE DECISIONS OF KNAUF (AND THEIR AUTHORIZED REPRESENTATIVES) WHICH ARE FINAL AND BINDING WITH RESPECT TO ALL MATTERS PERTAINING TO THIS SWEEPSTAKES AND ALL ELEMENTS THEREOF.

**Geographical, Age and Parental Consent Requirements:** The Sweepstakes is open only to legal United States residents (excluding Rhode Island and Puerto Rico) who are at least eighteen (18) years of age or older at time of entry and who successfully meet all requirements of these Rules. Knauf reserves the right to refuse to award a prize to anyone failing to satisfy any of these Rules, to a minor, or to an adult accepting on behalf of a minor.

**Sweepstakes Entity and Immediate Family Member Ineligibility:** The officers, directors, employees, contractors, and agents of Knauf as well as its parents, affiliates, divisions, subsidiaries and successor companies (collectively the "Sweepstakes Entities"), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in any Sweepstakes and do not qualify as Participants. "Immediate family members" shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

**Past Prize Winners:** Participants who have won a Knauf Sweepstakes in the last thirty (30) days or who have won prizes with a cumulative value of over \$600 in the last twelve (12) months are ineligible for this Sweepstakes.

**Disclaimer:** Participants have the responsibility to review and understand applicable government policies and/or their employer's policies and all applicable laws, rules and regulations ("laws") regarding their eligibility to participate in promotions including this Sweepstakes. If an individual is participating in violation of their employer's policies, or laws, that individual will be disqualified from this Sweepstakes, or from receiving a Prize. Knauf disclaims any and all liability and responsibility for disputes related to this matter.

# **APPLICABLE LAW (VOID WHERE PROHIBITED):**

THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF INDIANA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. Notwithstanding the foregoing, the Sweepstakes is subject to and governed by applicable federal, state and local laws, rules, and regulations. Participation in this Sweepstakes is void where prohibited or otherwise restricted by law.

## **SWEEPSTAKES CANCELLATION, SUSPENSION OR MODIFICATION:**

Knauf reserves the right to cancel, terminate, modify or suspend the Sweepstakes if it is not capable of being completed as planned for any reason, including, but not limited to, civil unrest, disease, infection by computer virus, "bugs", tampering, unauthorized intervention, error, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such

Sweepstakes. The decision of Knauf to cancel, terminate, modify or suspend any Sweepstakes shall be final in all respects.

### **SWEEPSTAKES DESCRIPTIONS:**

The Sweepstakes begins on September 26, 2024, at 12:01 am ET and ends on December 31, 2024 at 11:59 pm ET (the "Entry Period"). During the Entry Period, participants can enter by filling out a form on Knauf's Performance+ Landing Page or IAQ quiz. Within ten (10) business days following the end of the Entry Period, Knauf will randomly select three (3) Participants (each a "Winner") to each receive one (1) air purifier (each a "Prize").

### **HOW TO ENTER:**

During the Entry Period, eligible participants can enter in the following different ways:

### Via the Internet:

During the Entry Period, eligible Participants will enter by filling out a form on Knauf's Performance+ Landing Page or IAQ quiz. LIMIT ONE ENTRY PER PERSON. NO MECHANICALLY PRODUCED ENTRIES PERMITTED. ENTRIES MUST BE RECEIVED BY THE LAST DAY OF THE ENTRY PERIOD.

If entering via a mobile phone or other web-enabled device and using your' wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings on such services must be set to "unprotected" and/or "public" in order for your comments to be viewable by Sponsor.

All entries must not be, contain, or be associated with indecent, obscene, hateful, tortious, defamatory, or libelous content or contain material that violates or infringes another's rights, or disparages any other person or party, or contain material that is unlawful in any way. Knauf reserves the right to disqualify any comment that it finds unlawful, or in violation of these Official Rules, all in its sole discretion.

Entries Are the Sole and Exclusive Property of Knauf: All Sweepstakes entries and/or related submissions, including without limitation the personal information submitted by Participants therewith, become the sole and exclusive property of Knauf upon transmission. Sweepstakes entries will not be returned and may be used by any Sweepstakes Entity for any purpose whatsoever, including without limitation for commercial and promotional purposes, without the requirement for additional consent or additional compensation of any kind to the Participant or any other individual or entity.

**False Fraudulent or Deceptive Entries or Acts:** Participants who, in the view of Knauf, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Sweepstakes, including without limitation any attempt to use multiple accounts to make multiple entry submissions, will be disqualified. Fraudulent actions are subject to criminal prosecution.

### PARTICIPATION PROBLEM DISCLAIMER:

Even if alleged to be caused by the sole or partial negligence of Knauf, Knauf is not responsible for any problems which affect or result from participation or attempted participation in the Sweepstakes. This includes but, is not limited to, the following problems:

- 1. Incorrect, incomplete or inaccurate entry information;
- 2. Human errors;
- 3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
- 4. Inability to send a text-message;
- 5. Identity theft;
- 6. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
- 7. Network hackers or other unauthorized access to Knauf's computer network;

- 8. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
- 9. Printing errors;
- 10. Equipment malfunctions; and
- 11. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

#### PRIZES:

Three (3) winners will each receive one Prize (valued at \$300). No transfer, assignment or substitution of a Prize is permitted, except Knauf reserves the right to substitute a Prize for an item of equal or greater value in the event an advertised Prize is unavailable. Any difference between the actual value and the approximate retail value of any Prize will not be awarded. No substitution or cash equivalent will be made.

#### TAXES:

The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one-year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

#### **ODDS OF WINNING:**

The odds of winning will depend on the number of eligible entries received.

### **WINNER SELECTION:**

Three (3) Winners will be selected by random drawing by Knauf within ten (10) days following the end of the Entry Period from among all eligible entries received. The Winners will be contacted by Knauf via email within ten (10) days following the end of the Entry Period.

### HOW TO CLAIM A PRIZE:

**Claiming the Prize:** The Winner must claim the Prize by confirming, via social media or email, that they acknowledge and agree to these Rules and the manner in which they elect to have their Prize delivered. Winners must completely respond to all Sweepstakes related communications from Knauf. Winners must also comply with the methods of identification required below. Failure by the Winners to claim the Prize and deliver such identification within five (5) business days of Knauf notice to the Winners may lead to forfeiture of the Prize.

**Prerequisites to Prize Award:** Prior to being awarded a prize, Winners are required to provide an electronic copy of: a valid government-issued photo identification depicting proof of age. Knauf may also require a winner's affidavit of eligibility. Knauf reserves the right to deny awarding the Prize if any Winner fails to provide satisfactory identification, as determined in Knauf's sole and exclusive discretion.

**Prize Forfeiture:** Any Winner who fails to comply with the Prize claim procedures above and fails to obtain an extension from Knauf, will forfeit the Prize. Knauf will select a new winner at random from other eligible entrants, to award unclaimed Prizes to alternate eligible entrants.

Additional Costs: Any costs relating to the Prize or its use are the sole responsibility of the Winner.

## WARRANTIES AND REPRESENTATIONS:

By entering and participating in the Sweepstakes, and in consideration thereof, each Participant individually warrants and represents to Knauf that they: (i) meet the residency and age requirements at the time of entry; (ii) will be bound by these Rules, all applicable laws and regulations and the decisions of Knauf; and (iii) waive any rights to claim ambiguity with respect to these Rules.

# **RELEASE OF LIABILITY AND INDEMNIFICATION:**

AS A REQUIREMENT FOR ENTERING THE SWEEPSTAKES, ALL PARTICIPANTS AGREE TO <u>RELEASE, DISCHARGE AND COVENANT NOT TO SUE</u> KNAUF, OR ANY OTHER SWEEPSTAKES ENTITIES (AS DESCRIBED ABOVE) AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT AFFILIATES, DIVISIONS, PARENT AND SUBSIDIARY COMPANIES, OFFICERS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, MANAGERS, MEMBERS, DIRECTORS, OWNERS, AGENTS, INSURERS, ATTORNEYS, PREDECESSORS, SUCCESSORS, AND ASSIGNS THEREOF (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, CHARGES, INJURIES, LOSSES, PROCEEDINGS, SUITS, ACTIONS (INCLUDING BUT NOT LIMITED TO TORT ACTIONS, PRODUCT LIABILITY ACTIONS, WRONGFUL DEATH ACTIONS, WARRANTY ACTIONS, BREACH OF CONTRACT ACTIONS, PRIVACY AND DEFAMATION ACTIONS, MISAPPROPRIATION OF LIKENESS ACTIONS, IDENTITY THEFT, LOSS OF CONSORTIUM CLAIMS), EXPENSES AND ATTORNEY FEES THAT THEY OR ANYONE ON THEIR BEHALF (INCLUDING BUT NOT LIMITED TO THEIR HEIRS, REPRESENTATIVES OR NEXT OF KIN) HAVE OR MIGHT HAVE FOR ANY DEATH, INJURY, DAMAGE OR CLAIMED INJURY OR DAMAGE ARISING OUT OF, INVOLVING OR RELATING TO THEIR PARTICIPATION IN THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT THE ACT OR OMISSION COMPLAINED OF WAS <u>CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR NEED FOR MAY FORM OF THE RELEASED PARTIES</u>.

PARTICIPANTS UNDERSTAND THAT EACH PARTICIPANT IS WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ AND UNDERSTANDS, AND HEREBY EXPRESSLY WAIVES, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

ADDITIONALLY, AS A REQUIREMENT FOR ENTERING THE SWEEPSTAKES, ALL PARTICIPANTS AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES IN ANY ACTION OR PROCEEDING FROM AND AGAINST ALL CLAIMS, DAMAGES, CHARGES, INJURIES, LOSSES, PROCEEDINGS, SUITS, ACTIONS (INCLUDING BUT NOT LIMITED TO TORT ACTIONS, PRODUCT LIABILITY ACTIONS, WRONGFUL DEATH ACTIONS, WARRANTY ACTIONS, BREACH OF CONTRACT ACTIONS, PRIVACY AND DEFAMATION ACTIONS, MISAPPROPRIATION OF LIKENESS ACTIONS, IDENTITY THEFT, LOSS OF CONSORTIUM CLAIMS), EXPENSES AND ATTORNEY FEES THAT THEY OR ANYONE ON THEIR BEHALF (INCLUDING BUT NOT LIMITED TO THEIR HEIRS, REPRESENTATIVES OR NEXT OF KIN) HAVE OR MIGHT HAVE FOR ANY DEATH, INJURY, DAMAGE OR CLAIMED INJURY OR DAMAGE ARISING OUT OF, INVOLVING OR RELATING TO THEIR PARTICIPATION IN THE SWEEPSTAKES OR FOR THEIR FAILURE TO COMPLY WITH THE TERMS OF THE ABOVE **RELEASE PROVISION. THIS AGREEMENT TO INDEMNIFY, HOLD HARMLESS AND DEFEND** APPLIES EVEN IF THE ACT OR OMISSION COMPLAINED OF WAS ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR NEGLIGENCE IN ANY FORM OF THE **RELEASED PARTIES.** 

NEITHER KNAUF NOR ITS AGENCIES ARE RESPONSIBLE FOR LOST, LATE, MISDIRECTED, INCOMPLETE, UNINTELLIGIBLE, ILLEGIBLE, STOLEN, RETURNED, INACCESSIBLE, OR UNDELIVERED ENTRIES, OR E-MAIL, OR FOR LOST, INTERRUPTED OR UNAVAILABLE SATELLITE, NETWORK, SERVER, INTERNET SERVICE PROVIDER (ISP), WEBSITE, OR OTHER CONNECTIONS (UN)AVAILABILITY, (IN)ACCESSIBILITY OR TRAFFIC CONGESTION, OR MISCOMMUNICATIONS, OR FAILED COMPUTER, NETWORK, TELEPHONE, SATELLITE, CABLE HARDWARE, SOFTWARE OR LINES, OR TECHNICAL FAILURE, OR JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED TRANSMISSIONS, OR COMPUTER HARDWARE OR SOFTWARE MALFUNCTIONS, FAILURES OR DIFFICULTIES, INCOMPATIBILITY, OR ERRORS OF ANY KIND WHETHER HUMAN, MECHANICAL,

ELECTRONIC OR NETWORK, OR THE INCORRECT OR INACCURATE CAPTURE OF ENTRY, OR OTHER INFORMATION, NOR FOR THE FAILURE TO CAPTURE ANY SUCH INFORMATION, NOR FOR ANY OF THE ABOVE IN CONNECTION WITH THE SWEEPSTAKES INDIVIDUALLY, OR ANY ELEMENT THEREOF.

KNAUF, OR ANY OTHER SWEEPSTAKES ENTITIES, SHALL NOT BE LIABLE TO ENTRANTS, WINNERS OR ANY OTHER PERSON OR ENTITY FOR FAILURE TO EXECUTE THE SWEEPSTAKES, OR ANY ELEMENT THEREOF OR SUPPLY A PRIZE, OR ANY PART THEREOF, BY REASON OF ANY ACT OF GOD, ANY ACTION(S), REGULATION(S) ORDER(S) OR REQUEST(S) BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY (WHETHER OR NOT THE ACTION(S), REGULATION(S), ORDER(S) OR REQUEST(S) PROVE(S) TO BE INVALID), EQUIPMENT FAILURE, TERRORIST ACT, CYBER-ATTACK, EARTHQUAKE, WAR, FIRE, FLOOD, EXPLOSION, UNUSUALLY SEVERE WEATHER, HURRICANE, EMBARGO, LABOR DISPUTE OR STRIKE (WHETHER LEGAL OR ILLEGAL), LABOR OR MATERIAL SHORTAGE, DISEASE, TRANSPORTATION INTERRUPTION OF ANY KIND, WORK SLOW-DOWN, CIVIL DISTURBANCE, INSURRECTION, RIOT, OR ANY SIMILAR OR DISSIMILAR EVENT BEYOND THEIR REASONABLE CONTROL.

### **PUBLICITY RELEASE:**

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to Knauf and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Sweepstakes, including without limitation all information submitted by such Participants in association with the Sweepstakes, on-air and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose Knauf and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation on-air.

## **DISQUALIFICATION:**

All Participants agree to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Knauf, in its sole discretion, further reserve the right to disqualify any person for: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) gaining an unfair advantage in participating in the Sweepstakes; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY SWEEPSTAKES, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

## **RULES CHANGES AND INTERPRETATIONS:**

Knauf reserves the right in its sole and exclusive discretion to supplement or make changes to these Rules as well as the rules of any Sweepstakes at any time without notice. Knauf reserves the right in its sole discretion to interpret the rules of any Sweepstakes, and such interpretation shall be binding upon all participants.

#### **AGREEMENT TO ARBITRATE:**

To the fullest extent permitted by law, by participating in the Sweepstakes, a Participant understands and agrees that:

- a. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
- b. any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
- c. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event and under no circumstances will Participants be permitted to obtain awards for attorneys' fees, and Participants hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;
- d. any claim or dispute regarding the Sweepstakes or these Rules will be resolved pursuant to the laws of Indiana, without regard to the conflicts of laws and rules of Indiana;
- e. any claim or dispute regarding the Sweepstakes or these Rules will be resolved in a tribunal within the state of Indiana, and Participants submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and
- f. if for any reason a claim or dispute regarding the Sweepstakes or these Rules proceeds in court rather than through arbitration, there will not be a jury trial.

The invalidity or unenforceability of any provision of these Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

#### **GENERAL RULES/LIST OF WINNERS:**

Copies of these Rules may be obtained by sending a self-addressed stamped envelope to: SEPT- DEC 2024 Indoor Air Quality Sweepstakes Rules, Attn: Digital Marketing, 1 Knauf Dr., Shelbyville, IN 46176. These Rules may also be found at <u>https://go.knaufnorthamerica.com/contest-rules/</u>IAQSweeps

**PRIVACY POLICY:** For information about how Knauf uses personal information collected in connection with this Sweepstakes, please see its privacy policy, located at

https://www.knaufnorthamerica.com/en-US/Privacy-Policy

**WINNERS LIST**: To request a list of prize winners, mail a U.S. sufficiently self-addressed, stamped envelope to be received by December 1, 2025 to: SEPT- DEC 2024 INDOOR AIR QUALITY SWEEPSTAKES Rules, Attn: Digital Marketing, 1 Knauf Dr., Shelbyville, IN 46176

#### **SPONSOR:**

Knauf Insulation, Inc. 1 Knauf Drive Shelbyville, IN 46176

\_\_\_\_\_

### ABBREVIATED RULES FOR EMAIL/MAILINGS

**NO PURCHASE NECESSARY TO ENTER OR WIN.** Sweepstakes is open only to legal U.S. residents (excluding Rhode Island and Puerto Rico) 18 or older who successfully complete an entry and conform in all respect to these Rules <u>https://go.knaufnorthamerica.com/contest-rules/</u>IAQSweeps. Sweepstakes begins Sept 26, 2024, at 12:01 am ET and ends on December 31, 2024 at 11:59 pm ET. Void where prohibited. For odds or winning, prize details, and limitations see complete Official Rules at SEPT- DEC 2024 INDOOR AIR QUALITY SWEEPSTAKES Rules, Attn: Digital Marketing, 1 Knauf Dr., Shelbyville, IN 46176. Sponsor: Knauf Insulation, Inc., 1 Knauf Dr., Shelbyville, IN 46176.