

## Oldest Furnace Official Contest Rules (the “Rules”)

1. NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.
2. This Contest (the “Contest”) is sponsored by ACTA, LLC d/b/a Russell’s and American Mechanical, 1100 Executive Blvd., Chesapeake, VA 23320 (“Sponsor”).
3. First Prize is a new replacement American Standard furnace installed in your home (approximate retail value varies depending on size and type of home, up to a maximum value \$5,000) (“First Prize”). Ten eligible entrants will be chosen at random from all entries to receive a FREE furnace cleaning, tune-up and safety check (approximate retail value \$89) (each a “Runner-Up Prize”). Every eligible entrant will receive a \$29 gift certificate toward the purchase of a furnace cleaning, tune-up or indoor air quality products (excluding replacement filters).
4. To be eligible to enter the Contest, at the time of entry you must be a legal adult and legal resident of Virginia or North Carolina and qualify as a residential homeowner whose primary residence is located within our service area and contains the central heating system used for your entry. Only one entry per household. Employees of Sponsor and their family members are not eligible. If you are unsure whether you are in Sponsor’s service area, please call (757) 995-2807.
5. To be eligible, entries may be submitted beginning 12:01 am ET on February 1, 2024, and must be received by 12:00 pm ET on February 29, 2024.
6. To be eligible, entries must contain legal name, phone number, email address, and primary residential address of entrant (the “Residence”), as well as make, model, and year of current central furnace used as primary source of heating for the Residence. Entries may be submitted through Sponsor’s website <http://www.russellshvac.com> or by calling Sponsor’s office at (757) 995-2807.
7. By entering you irrevocably and unconditionally grant Sponsor the right on any of Sponsor’s or its parents’ or affiliates’ websites, social media accounts, and or similar locations or media to publicize your name, character, photographs (including the use and appearance of winner’s photograph), likeness, biographical information, e-mail address, voice, and details of winning for purposes of this and future promotions without further compensation, except where prohibited. By accepting any prize, winner additionally agrees to provide a testimonial of the experience with a photograph of the before and after equipment.
8. We will not publish your home address nor will your information be sold to any third parties. For more information on our privacy policy, please visit [www.russellshvac.com/about-us/privacy-policy/](http://www.russellshvac.com/about-us/privacy-policy/).
9. The central furnace used for your entry must be operating and providing warm air to the Residence as determined in Sponsor’s sole and exclusive discretion.
10. Representatives from Sponsor must be allowed access to the Residence to examine the central furnace installation and to record the equipment’s nameplate.
11. The First Prize winner shall be the eligible entrant with the oldest central furnace submitted, as determined either by objective information (such as nameplate), installation or purchase paperwork provided by the homeowner, or the best judgment of Sponsor and/or its representatives in Sponsor’s sole and absolute discretion. If multiple eligible entrants submit entries with central furnaces of the same age and that would otherwise have qualified as the oldest central furnace submitted, the First Prize winner shall be selected by random drawing as between those eligible entrants.

12. The Runner-Up Prize winners will be selected at random from all eligible entrants by a thirdparty representative from Ferguson Enterprises to receive a FREE furnace cleaning, tune-up and safety check.
13. All winners will be selected on March 7<sup>th</sup>, 2024, and informed prior to media announcements.
14. The First Prize winner will be posted online at <http://www.russellshvac.com> by March 10, 2024.
15. Prizes cannot be redeemed for cash or otherwise. Prizes are not transferrable or assignable. Sponsor reserves the right to substitute any prize with a prize of equal or greater value in its sole discretion.
16. Odds of winning a Runner-Up Prize depend on the number of entries received. Odds of winning First Prize depends on number of entries received and age of furnaces submitted. Winners may be required to provide his/her valid Social Security Number for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Federal, state, and local taxes on prizes, if any, and any other costs, fees, and expenses not listed above as specifically included as part of the prize are the sole responsibility of the winners. An IRS Form 1099 and other tax-related forms and documents may be issued by Sponsor or others associated with the Contest if required by law.
17. For a list of prize winners, send a separate, self-addressed, stamped envelope to: Russell's and American Mechanical's Oldest Furnace Winner List, 1100 Executive Blvd., Chesapeake, VA 23320.
18. Neither Sponsor nor any of Sponsor's parents, affiliates, or subsidiaries accepts any responsibility or liability in connection with any injuries, losses or damages of any kind caused by or resulting from the Contest, including the acceptance, possession or use of any prize awarded pursuant to this Contest, and by accepting any prize winners expressly absolve Sponsor and all associated parents, affiliates, subsidiaries, or other entities of any such responsibility and liability. Sponsor is not liable for any lost, stolen, incomplete, or miscommunicated or misunderstood (for entries by phone) entries, and all such entries are void; or for interrupted or unavailable satellite, network, server, internet service provider (ISP), website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information entries, prizes, or sweepstakes information.
19. Any failure by Sponsor to enforce any of these Rules shall not constitute a waiver of such Rules. In the event that any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
20. This Contest is subject to all federal, state, and local laws and is void where prohibited. Sponsor shall be entitled to interpret these Rules in its sole discretion—including but not limited to Rules regarding entries, deadlines, winner selection, prize restrictions, and eligibility—and all of its decisions are final. By entering, each entrant irrevocably, fully, and unconditionally agrees to be bound by these Rules and Sponsor's interpretations thereof and waives any right to claim ambiguity in these Rules and or any other advertising or materials related to the Contest.