

Tracker Off Road Giveaway: Terms and Conditions

Official Rules

Promotion: Noritz/Northeastern Supply Tracker Giveaway

Administrator: Northeastern Supply, 8323 Pulaski Highway, Baltimore, MD 21237

Sponsor: Noritz America, 11160 Grace Avenue, Fountain Valley, CA 92708

Prize Details: One (1) winner of the Promotion (the "Promotion Winner") will win one (1) Noritz/Northeastern Supply Tracker Off Road 300 with specifications and features to be determined in Sponsor's sole discretion. Approximate Retail Value: \$5,000.

Start Date: 07/15/2023 00:01:00 EST

End Date: 12/31/2023 19:00:00 EST

Maximum Entries per Person: Two (2)

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **Timing.** The Noritz/Northeastern Supply Tracker Giveaway (the "Promotion") will begin at 12:01 A.M. Eastern Standard Time on July 15, 2023 (the "**Promotion Start Date**") and will end at 7:00 P.M. Eastern Standard Time on December 31, 2023 (the "**Promotion End Date**"). Such period is referred to herein as the "Promotion Entry Period." All times are measured by Eastern Standard Time in the United States. The Promotion is administered by [NORTHEASTERN SUPPLY, 8323 PULASKI HIGHWAY, BALTIMORE, MD 21237] (the "Administrator"), and is sponsored by [NORITZ AMERICA, 11160 GRACE AVENUE, FOUNTAIN VALLEY, CA 92708] (the "Sponsor"),

2. **Eligibility.** VOID WHERE PROHIBITED OR RESTRICTED BY LAW. The Promotion is only open to individuals who are at least 18 years of age at the time of entry, who are legal residents of the United States.

3. **How to Enter.** During the Promotion Period, purchase at least 5 Noritz Tankless Water Heaters from their EZSeries and/or NRCR lines. Every (5) five heaters from the product lines listed above will get you another entry for another chance to win. You may also enter the Promotion by sending the Administrator a handwritten postcard with your name, street address, age, email address and the name of this Promotion. All postcards must be received during the Promotion Period. Limit: Each participant may enter two (2) times during the Promotion Period regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than two (2) entries by using multiple/different email addresses, identities, or any other methods will void that entrant's entries and that entrant may be disqualified.

4. **Prize Drawing.** Within thirty (30) days after the Promotion End Date, Administrator will select one (1) potential Promotion winner from all eligible entries received during the Promotion Period. Administrator will use the information in Administrator's system to contact the potential winner. Administrator's decisions as to the administration and operation of the Promotion are final and binding. Failure to respond to the initial prize award verification contact within ten (10) business days of date of notification will result in disqualification, and Administrator may then select an alternate winner. Potential winner must continue to comply with all terms and conditions hereof, and winning is contingent upon fulfilling all requirements.

5. Prize; Odds; Procedure. The winner will receive one (1) Tracker Off Road 300 with specifications and features to be determined in Sponsor's sole discretion (the "**Prize**"), subject to the terms and conditions hereof. The value of the Prize is estimated to be \$5,000. The potential winner will not receive the difference between actual and approximate retail value. There shall be no other prizes. Sponsor reserves the right to substitute the Prize for one of equal or greater value for any reason. Your odds of winning are based upon the number of entries. Sponsor will deliver Prize to the winner on a date selected by Sponsor. There will be no rights to receive a cash payment, in lieu of the Prize. As a condition to receiving the Prize, the potential winner must complete an affidavit of eligibility, which shall include the potential winner's social security number so that Sponsor may issue a 1099 for tax purposes.

TRACKER OFF ROAD HAS NOT SPONSORED OR APPROVED THIS PROMOTION OR ANY SERVICE OR PRODUCT FROM SPONSOR.

Administrator will arrange for the Prize to be delivered to winner's address.

5. Prohibited Parties. The Promotion is open to anyone except members, shareholders, directors, officers, and employees of Sponsor or Administrator, and/or any of their parents, subsidiaries, and affiliates, their families, agencies and anyone to whom they are professionally connected.

6. Agreement to Be Bound. Acceptance of these Official Rules is a condition of entry. By entering into the Promotion you agree to be legally bound by these Official Rules. Participants who violate these Official Rules will be excluded from the Promotion and no longer be eligible to win the Prize. All determinations made by Sponsor shall be final. Sponsor reserves the right to change, alter or withdraw the Promotion at any time.

7. Publicity Release and Use of Information. By entering the Promotion, you agree that if you are chosen as the Prize winner, you will allow Sponsor to use your name, photograph, video clips, and general location for its publicity and news purposes during this and any future contests, promotions or advertising. Administrator will use the information that you provide or which we obtain from our dealings with you, to administer the Promotion and tell you about product offerings and future contests. We will not pass on the information to partners or third parties. By making an entry, you agree to accept and receive marketing emails and/or text messages.

8. General Release; Indemnity. Sponsor, Administrator, and its respective shareholders, members, directors, managers, officers, employees, agents, and attorneys (collectively, the "**Indemnified Parties**") shall not be responsible for (a) electronic, hardware or software program, network, Internet, computer, or other technical malfunctions, failures, or difficulties of any kind, including without limitation server malfunctions or human error in the collection, processing, and transmission of data, (b) late, lost, misdirected, illegible, or incomplete submissions, (c) any type of graphical or other error in the advertising or printing of the Promotion or in the administration of this Promotion, or (d) any condition that may cause the administration, security, or proper play of the Promotion to be disrupted or corrupted. In any event described above, the Promotion will be void at Administrator's option.

To the maximum extent permitted by the law, the Indemnified Parties assume no liability for any personal injury or property damage or losses of any kind, including without limitation, direct, indirect, consequential, incidental or punitive damages which may be sustained by participating in the Promotion and/or in the receipt or use of the Prize. By entering, you agree to indemnify, defend, and hold the Indemnified Parties harmless from any and all liability relating to your participation in the Promotion and release each of the Indemnified Parties from any claims, damages, lawsuits, and expenses relating to the same. None of the Indemnified Parties shall be responsible for any condition, circumstances, losses, failures or delays caused by events beyond its or their control,

including without limitation any circumstance that may cause the Promotion to be disrupted or corrupted.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ADMINISTRATOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

9. Taxes. The winner will be solely responsible for any and all federal, state, local, and other taxes incurred in connection with receipt of the Prize.