## Fortress® Infill'er Promotion Official Giveaway Rules

Please read these rules before entering this Sweepstakes. By participating in this Sweepstakes, you agree to be bound by these rules and represent that you satisfy all of the eligibility requirements below.

- Program Description / Eligibility: No purchase is necessary to enter or win this Sweepstakes. A purchase or payment of any kind will not increase your chances of winning. This Sweepstakes is open to current legal residents of the United States who have reached 18 years of age and the age of majority in their state or province of residence at time of entry. Internet access is required in order to enter this Sweepstakes. Employees of Sponsor, their affiliates, subsidiaries, advertising and promotional agencies, and the immediate family members of each are not eligible. The Sweepstakes period begins August 12, 2024 at 8:00 a.m. CT and ends on October 4, 2024 at 8:00 p.m. CT ("Entry Period"). For purposes of this Sweepstakes, all times refer to Central Time. There will be one (50) prize drawings at the conclusion of the Entry Period in a random drawing from among all eligible entries received.
- 2. How to Enter: There are two ways to enter. <u>Website Entry</u>: To enter in connection with a purchase of Fe<sup>26</sup> steel railing, during the Entry Period, visit the website located at fortressbp.com/infill-er-up, complete the official entry form and upload to the website proof of a purchase during the Entry Period of  $Fe^{26}$  steel railing with a total price (not including taxes) of at least \$500, in a form deemed sufficient by Sponsor (as defined below) in its discretion to establish such purchase ("Proof of Purchase"). Proof of Purchase may take the form of a cash register receipt or an order confirmation or email confirmation from the retailer. The Proof of Purchase must identify the product that was purchased and show the retailer name, the date of the transaction and the purchase price. Each Proof of Purchase may be submitted only one time. You will be automatically entered into a Sweepstakes drawing when you complete the Sweepstakes entry form and upload Proof of Purchase during the Entry Period. Entries submitted via this method must be received by Sponsor by no later than 8:00 p.m. CT on October 4, 2024. Entry by Mail: To enter by mail without making a purchase, print out an official entry form, complete the official entry form and mail the completed official entry form in a stamped #10 size envelope to:

Sweepstake Center

32026 32<sup>nd</sup> Avenue South Federal Way, WA 98001

Mailed entries must be postmarked by October 4, 2024 and received by October 11, 2024. There is a limit of one (1) entry per mailing envelope. General Entry Terms and Conditions: Limit one (1) entry per person during the Sweepstakes period, regardless of entry method. Completion of the entry form will require the entrant to supply the entrant's first and last name, phone number, email address and such other information as Sponsor may require (collectively, "Entry Information").

3. **Prizes and Odds of Winning:** Fifty (50) winners will be selected in a random drawing among all eligible entries received on or about October 15, 2024 and will be offered the prize.

## **PRIZE:**

\$100 Gas Card (estimated retail value - \$100 USD)

## Total estimated retail value of all prizes is \$5,000 USD.

Prize has no cash redemption value. Random drawing will be from among all entries received during the Entry Period listed above. Any depiction of the prize is for illustrative purposes only.

No responsibility is assumed by Sponsor for lost, late, or misdirected entries or any computer, online, telephone, or technical malfunctions that may occur. All entries become the property of Sponsor and will not be returned. Odds of winning the prize depend on the total number of eligible entries received during the Entry Period. Limit one (1) prize per person during the Entry Period.

No substitution, transfer, or assignment of prize permitted, except that Sponsor reserves the right to substitute a prize of equivalent value in the event the offered prize is unavailable. All taxes on prizes are the sole responsibility of the prize winner. Sponsor makes no representations about the functionality of the prize. All issues and questions regarding the prize and its use must be directed to the prize manufacturer or affiliated companies at the sole cost and expense of the winner.

4. General Conditions: Entrants agree to abide by the terms of these official rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. This Sweepstakes is governed by the laws of the United States. All federal, state, provincial and local laws and regulations apply. Winners will be notified by email address as submitted in his/her Entry Information and delivery will be coordinated upon completion of written acceptance of prize. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. In the event a selected winner is ineligible or refuses the prize, or if the selected winner fails to claim the prize within seven (7) days from the date they were notified that they won, the prize will be forfeited and Sponsor, in its sole discretion, may randomly select an alternate winner from remaining entries, or may elect not to award such prize to an alternate winner, where permitted. Return of any prize notification as undeliverable will be considered a refusal of the prize. Alteration, forgery, duplication, sale and transfer of any Proof of Purchase are prohibited. If any person attempts to submit a Proof of Purchase that Sponsor determines or reasonably suspects has been altered, forged, duplicated, sold or transferred, Sponsor will have the right in its discretion to void all such submissions and/or to disqualify all persons associated with an such submission. Proofs of Purchase that are duplicative (including the same Proof of Purchase submitted by more than one entrant), incomplete, illegible, corrupted, damaged, destroyed, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules, as determined by Sponsor in Sponsor's discretion, may be disqualified from as determined by Sponsor in its discretion. Except where prohibited, entry in the Sweepstakes and acceptance of a prize constitutes each entrant's consent for Sponsor to use, publish, reproduce, and distribute for any purpose, including publicity, promotion and advertising, in any media (including without limitation, print, internet, television, radio, and offline), each winner's name, city, photograph, likeness, biographical information, voice, or image, each in perpetuity without further compensation, credit, or right of review or approval. Except where prohibited, by entering in this Sweepstakes, participant agrees to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, directors, officers, employees, and agents, from any liability (including but not limited to tax liabilities), claim, injury, loss, or damage of any kind arising from or in connection with this Sweepstakes or any prize won in this Sweepstakes.

SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES WILL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

- 5. Internet: If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes, and to disqualify any individual who tampers with the entry process. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications-line failure, theft, destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, or for failure of any email or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes. CAUTION: ANY ATTEMPT BY A CONTESTANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE **OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL** AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 6. Use of Data: Sponsor will be collecting personal data that entrants provide during participation in this Sweepstakes. All information submitted by entrants will be treated according to Sponsor's privacy policy, available at <u>https://fortressbp.com/privacy/</u>.

By participating in this Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

7. **Winners List:** For a list of winners, send a self-addressed stamped envelope to: Fortress Building Products Infill'er Promotion Winner's List, 32026 32nd Ave. S. Federal Way, WA 98001. Requests received after one month following the drawing date will not be fulfilled.

- 8. **Sponsor:** This sweepstakes is sponsored by Fortress Building Products: 1720 N. 1<sup>st</sup> St. Garland, TX 75040.
- Fulfillment: This sweepstakes is being fulfilled by Brandner Communications, Inc.: 32036 32<sup>nd</sup> Ave. S., Federal Way, WA 98001.