

## EDCO PRODUCTS “FROM SHAMBLES TO CHIC” CONTEST

### OFFICIAL RULES

The EDCO Products “From Shambles to Chic” Contest (“Contest”) begins August 12, 2024 and ends at the 11:59 pm Central Time on September 2, 2024 (“Entry Period”). Contest is sponsored by Edco Products, Inc., 8700 Excelsior Blvd., Hopkins, MN 55343 (the “Sponsor”). The Contest shall be subject to these Official Rules and by entering, all entrants agree they have read these Official Rules and will abide by and be bound by the following terms and condition.

**ELIGIBILITY:** The Contest is open only to individuals who are legal residents of Minnesota who are the age of majority or older in their jurisdiction of residence at the time of entry. Employees of Sponsor, and its respective affiliates, subsidiaries, parent companies and agencies (collectively, the “Contest Parties”) and the families of employees (defined as parent, child, sibling and spouses) and those living in the household of same (whether related or not) are not eligible to enter or win. All federal, state, and local rules and regulations apply. Void outside Minnesota and where prohibited or restricted by law.

**HOW TO ENTER:** Visit [www.edcoproducts.com/shambles-to-chic-contest](http://www.edcoproducts.com/shambles-to-chic-contest) and follow the on-screen instructions to enter the Contest by providing all requested information and uploading photo(s) which reflect the best “before” picture of a roofing or siding project which needs to be completed, along with a short description of the project and why it deserves to win. You will be required to accept the Official Rules prior to submitting an entry (which you will have the opportunity to review). Sponsor reserves the right to review entries and disqualify those which do not comply with the terms of these Official Rules. Entrants assume all risk of damaged, lost, late, misdirected, incomplete, or illegible entries. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned. Limit of one (1) entry per person.

Photo submissions can contain more than one photo but the file must be no larger than 50 MB and in one of the following formats: png, gif, jpg, jpeg, pdf. All entries must be received by Sponsor during the Entry Period. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, identities, registrations, or any other methods will void all of that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Proof of submission will not be deemed proof of receipt of entry by Sponsor. Sponsor’s computer timeclock is the official time-keeper for the Contest.

Your entry materials, including, but not limited to, your photo(s), must be personal to you, must include appropriate material, without any hidden code or hidden messages, as determined by Sponsor in its sole discretion, must be without any political or social messages, and must not contain any inappropriate or offensive materials, as determined by Sponsor in its sole discretion. Any entry, which in the sole opinion of Sponsor, is deemed inappropriate in any way (e.g., defamation, nudity, pornography, gratuitous violence, inappropriate language, obscene, illegal, racially or morally offensive, or likely to transmit or contain a virus, corrupted file, or any similar element), is inconsistent with the theme or image of the Contest, contains personally identifiable information, or otherwise violates the terms or the spirit of these Official Rules in any way, may be rejected and result in disqualification. Entries must comply with all laws, rules, and regulations including, but not limited to, those concerning copyright, plagiarism, trademark, defamation, and invasion of privacy. Sponsor has the right, but not the duty, to review and disqualify any entry submitted in connection with this Contest.

By submitting an entry, you represent, warrant, and covenant as applicable (and agree to release and indemnify Contest Entities from same) that: (i) your entry and all content therein is your original creation, has not been copied in whole or in part from any other work, and are your sole and exclusive property (or entrant has all necessary rights thereto); (ii) your entry and all content therein is taken and specifically created for this Contest and has not been previously published (in whole or in part), nor been previously

shown online, or submitted in any other Contest, competition, or showing; (iii) your entry and all content therein does not violate, misappropriate, or infringe any third party intellectual property rights, copyright, trademark, or other proprietary rights, publicity, privacy, or any other laws, rules, or regulations, nor the rights of any person or entity; (iv) any individuals who worked on or inadvertently appear in the photo(s) in the entry in any manner, and any venues depicted therein, have given you their express consent to submit the entry for the use contemplated herein; (v) you are the sole owner of the photo(s) in your entry; and (vi) no third party (e.g., the photographer, other people who are inadvertently included in the photo(s), the owners of any objects in the photo(s)) can assert any ownership or other rights in the photo(s) in your entry. You release and discharge Contest Entities from any and all claims and demands arising out of or in connection with the use of the photo(s) in your entry, including, but not limited to, any and all claims for payment, privacy rights violations, copyright infringement, libel, slander, or misappropriation. You hereby waive any “moral rights” and any similar rights with respect to attribution of authorship or integrity that you or others may have in the photo(s) in your entry, either now or in the future, anywhere in the world.

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 the 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.

**WINNER SELECTION:** The winning entry will be selected by Sponsor and its appointed judging panel based on the following criteria:

1. Nature of/need to complete the project. (50%);
2. Impact the project will have on the entrant (25%);
3. Quality/coherence of the project story and submitted materials (25%).

The eligible entry with the highest judges score will be the potential prize winner. Any ties will be settled based on the tied entry which received the highest overall score in the “Nature/need” criteria. If any entries remain tied, the winner will be determined based on the remaining entry which received the highest overall score in the “Impact” criteria. If a tie still remains, new judges will be selected to judge the remaining tied entries based on the original criteria.

The prize winner will be selected on or about the week of September 16, 2024.

**LICENSE:** In consideration for allowing you to submit your entry and all content therein to Sponsor as part of the Contest, you agree to grant, and hereby grant, to the Contest Entities a worldwide, irrevocable, perpetual, transferable, sub-licensable license to use any portion or all of the photo(s) in your entry, including without limitation your submitted story and any buildings, statues, artwork, people, or other objects in the photo(s), including the intellectual property rights, without any compensation owed to you, any third party, or anyone else involved in the photo(s). You agree to indemnify Contest Entities and hold Contest Entities harmless from and against any and all claims, losses, costs, or damages (including attorneys’ fees and court costs) arising out of or in any way related to Contest Entities’ use of your submitted materials.

**NOTIFICATION:** The potential winner will be notified by email at the address used for entry. If any notification or prize is returned as undeliverable or Sponsor is not able to reach a potential winner within three (3) days, the potential winner may forfeit the prize in its entirety and the entry with the next highest score may be chosen as the alternate winner. Potential winners may be required to complete and return an affidavit of eligibility, liability release, publicity release (if not prohibited by law), and any other necessary documents, including any required tax documents, **within five (5) calendar days** after notice is received or the prize may be forfeited in its entirety and an alternate winner may be selected as outlined

above. Award of a prize and confirmation of a winner is contingent upon a potential winner's qualification and compliance with these Official Rules.

**PRIZE:** \$10,000 in EDCO Products to help complete the submitted project. Prize to be provided to winner's chosen contractor as a \$10,000 credit in current contractor pricing at the time of sale.

Prizes consist only of items specifically listed as part of the prize or as agreed upon by Sponsor in writing. Certain conditions and restrictions may apply, specifically including without limitation any restrictions provided with the prize. All costs and expenses not specified herein, related to the prize or incurred in accepting and using the prize, are the sole responsibility of the winner. **PRIZE MUST BE USED WITHIN TWELVE (12) MONTHS OF THE ANNOUNCEMENT OF THE WINNER.**

All prizes must be accepted as awarded without substitution and are not transferable, not for resale and have no cash surrender value. The Sponsor reserves the right, in the event that the prize (or portion thereof) cannot be awarded as described for any reason whatsoever, to substitute another prize of equal or greater value. Once awarded to the winner, the Sponsor shall have no liability whatsoever for the prize or the use or misuse of the prize by the winner. All tax liabilities are the responsibility of the winner.

Acceptance of the prize constitutes permission (except where prohibited) for the Sponsor to take "after" photos of the project, use those photos, the winner's name, submitted materials and photo(s), likeness, place of business, biography, statements, and any other similar materials for marketing, promotional and publicity purposes without additional compensation, approvals or any limitation in perpetuity.

Sponsor (a) makes no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and (b) disclaims any implied warranty.

**OPERATION/LIABILITY LIMITS:** If for any reason the Contest, including the online portion, is not capable of running as planned, including disruptions caused by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts, affects, or compromises the administration, security, fairness, integrity, proper conduct, or intended play of the Contest, Sponsor reserves the right at its sole discretion to disqualify any individual Sponsor deems responsible and Sponsor further reserves the right to cancel, terminate, modify, or suspend the Contest, and substitute an appropriate alternate method of prize award selection. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications failure, theft, destruction, or unauthorized access to, or alteration of, entries, including any erroneous appearance of qualification for a prize. Sponsor is not responsible for any problem or technical malfunction of any telephone network or lines, computer online systems, servers or provider, computer equipment, software, failure of any e-mail or entry to be received by Sponsor due to technical problems or traffic, or congestion on the internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. Contest entries generated by a script, macro, or other mechanical or automated means are ineligible and will be disqualified.

**ADDITIONAL TERMS/RELEASE:** By entering, entrant agrees to accept and abide by the Official Rules of this Contest and agrees that any dispute with regard to the conduct of this Contest, rule interpretation, or award of prize, shall be resolved by Sponsor or judges, whose decisions shall be binding and final. By participating, entrant agrees to release and hold harmless Sponsor, any social media platforms used for promotion, promotional retail partners, and each of their respective parent companies, affiliates, subsidiaries, franchisees, service agencies, independent contractors, and the officers, directors, employees, agents, and representatives of any of the above organizations ("Contest Entities") from any injury, loss, or damage to person, including but not limited to death or property damage due in-whole or in-part, directly or indirectly, to the acceptance, use, or misuse of a prize, participation in any Contest-related activity, or participation in the Contest. Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contest, or in the announcement of prizes, including such error as may give an erroneous indication that a prize has been

won. In the event the Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is undermined by any event including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control, the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Contest without notice or further obligation. If the Sponsor, in its discretion, elects to abbreviate the Contest as a result of such event, the Sponsor reserves the right, but shall have no obligation, to award the prize from among all valid and eligible entries received up to the time of such event.

Sponsor may prohibit you from participating in the Contest or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

**DISPUTES:** Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Minnesota and the laws of the USA applicable therein. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by the appropriate courts of Minnesota. Entrants hereby irrevocably consent to the personal jurisdiction of the courts of the judicial district of Minnesota and waive any claim of forum non conveniens or lack of personal jurisdiction they may have. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

**CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**USE OF DATA:** All information submitted by entrants will be used for the purposes outlined herein and otherwise treated in accordance with Sponsor's privacy policy, available at <https://www.edcoproducts.com/privacy-policy.html>. By participating in the Contest and providing any personal contact information, 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.

**WINNERS LIST:** To request a winners' list, send a self-addressed postage-stamped envelope to **EDCO Products From Shambles to Chic Contest – Winners List Request,** c/o Edco Marketing Department, Edco Products, Inc., 8700 Excelsior Blvd., Hopkins, MN 55343. Requests must be received by October 31, 2024.