

WEIL-MCLAIN BOILER BUCKS TERMS AND CONDITIONS

Effective Date: 12/18/17

A. Overview of Weil-McLain Boiler Bucks Programs

The Boiler Bucks program ("**Program**") is a trade program through which eligible, registered participants ("**Participants**") can earn Boiler Bucks ("**Boiler Bucks**") by completing various activities on www.WMBoilerBucks.com (the "**Website**"). Participants may redeem their Boiler Bucks by purchasing merchandise items, participating in limited time and/or quantity offers, or engaging in other spending activities, or participating in activities on the Website ("**Rewards**").

B. Sponsor

The Marley-Wylain Company d/b/a Weil-McLain, 500 Blaine Street, Michigan City, IN 46360.

C. Program Period and Eligibility

The Program begins on or about 12:00 a.m. Central Time ("CT") on May 19, 2015 and is scheduled to end at 11:59 p.m. ET on December 31, 2019 (the "**Program Period**"); however, Sponsor reserves the right to shorten, extend, suspend, modify, terminate or cancel the Program, or any element thereof, at any time in its sole and absolute discretion. The clock on the Administrator's server shall be the official time keeping device for this Program. All time referenced in connection with the Program is Central Time. Participants are solely responsible for determining the corresponding time zone in their respective jurisdictions; Program Entities disclaim all liability or responsibility relating thereto.

The Program is open to active, eligible Participants. An active, eligible Participant is an individual who resides in the 50 United States or the District of Columbia, 18 years old or older at the time of enrollment, and who is: (a) an owner, principal or manager of a contracting business that purchases and installs commercial or residential boilers ("**Owners**"), and (b) administrators ("**Administrators**") or installers ("**Installers**") employed by an Owner who is invited by the Owner to enroll in the Program and who is registered in the Program under the Owner's Account (each is a registered "**Participant**"). Owners enroll in the Program by visiting the Website and following the online instructions to establish an Account ("**Account**"). An Owner may add his/her Administrator(s) and/or Installer(s) by logging into their Account on the Website, and adding them as a New User in their Account profile. There is no cost to enroll. Employees, officers, directors of Sponsor, BI WORLDWIDE ("**Administrator**"), their respective subsidiaries and affiliated companies, advertising/promotion agencies, entities or individuals engaged in the development, administration, production, or distribution of materials for, or implementation of the Program (collectively referred to herein as the "**Program Entities**"), and the immediate family members (spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to participate.

IMPORTANT NOTICE: Entrants 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 eligibility to participate in trade promotions including this Program. If an individual is participating in violation of their employer's policies or laws, that individual will be disqualified from this Promotion, or from receiving a prize. Sponsor and Administrator disclaim any and all liability and responsibility related to this matter.

Participation in the Program constitutes each Participant's full and unconditional agreement to these Program Terms and Conditions ("**Terms and Conditions**" or "**Terms**"). Sponsor reserves the right to revise or change these Terms and Conditions at any time. If the Terms and Conditions are updated, any changes will apply to all Participants enrolled in the Program on the date the revised Terms and Conditions are posted on the Website. A Participant's continued participation in the Program constitutes the Participant's acceptance of any changes to these Terms and Conditions. The most current version of these Terms and Conditions will be available on the Website and will supersede all previous versions of these Terms and Conditions.

A Participant may not: (a) activate or use more than one Account, name or email address; (b) use the name of another person without authorization of that person; (c) use a false or misleading name, address, or e-mail address to activate or use an Account; or (d) present or supply false or misleading information to any entity involved in the Program.

Each Participant is limited to one (1) Owner Account, which includes one (1) Boiler Bucks Account. Limit one (1) Owner Account per business. Any duplicate Account is subject to cancellation, and any Boiler Bucks accumulated in both Accounts will be forfeited. An Account cannot be used or accessed by multiple persons. Participants must keep all registration information current at all times. Participants may update their registration information by logging into the user information section of the Website.

In the event of a dispute over the identity of a Participant, or an entrant in a Program offered promotion, the entry or other submission will be deemed submitted by the authorized Account holder. "Authorized Account holder" is defined as the natural person who is assigned to an e-mail address by an internet service provider, on-line service provider or organization (e.g., **business, educational institution**, etc.) that is responsible for assigning the e-mail address or the domain associated with the e-mail address submitted.

D. Activities & Boiler Bucks

During the Program Period, Sponsor may, but without obligation, from time to time, offer activities ("**Activities**") which may award Boiler Bucks redeemable for Rewards for the applicable Participants who are eligible to participate in that Activity. Sponsor may offer certain Activities only to certain Participants. Activities will vary and are subject to change, but are anticipated to include, but are not limited to, contests, sweepstakes, instant win promotions, challenges, polls, quizzes, course training, learn-and-earn, and/or reporting of boiler purchases, and any other similar or dissimilar activities added by Sponsor. A Participant must be registered and have an Account in good-standing to participate in any

Activities and collect Boiler Bucks. An account in “**good-standing**” means, among other things, that the Participant Account has not been subject to an inquiry for fraud or other suspect activity, all Boiler Bucks therein are earned by valid means, and all Participants named under the Account are eligible and comply with the Program Terms and Conditions. Each Activity may have a begin/end date, and specific rules or instructions which govern it; specific details, added limitations and restrictions for an Activity will be posted on the Website and are incorporated herein.

Boiler Bucks can only be earned by eligible Owners and Installers on eligible Activities offered in connection with the Program that are open and active at the time the Participant accesses the Website. Select Participants may not be eligible to earn Boiler Bucks, Boiler Bucks may go only into the Owner’s name under the Account, or there may be other restrictions and conditions that apply under certain circumstances or only to select Participants, or select Activities may not be eligible to earn Boiler Bucks (see Website for details). A Participant may only complete each Activity one time, unless otherwise note on the Website. Options to earn additional Boiler Bucks via non-Website related activities may be provided at the sole discretion of the Sponsor.

Boiler Bucks awarded in conjunction with an Activity will only be considered earned when a Participant completes that Activity in accordance with the instructions provided and is presented with a closing/confirmation page. Boiler Bucks earned for completing Activities will vary by Activity; the number of Boiler Bucks earned for completing a specific Activity will be posted on the Website. Sponsor may, in its sole discretion, change or eliminate the Boiler Bucks that may be earned for any Activity. Once earned, Boiler Bucks can be used as soon as they are reflected in the Participant’s Account balance and/or may be accrued over time for later use. It is anticipated that Boiler Bucks will be deposited into a Participant's Account on or within one (1) week after an Activity has been completed unless otherwise noted by Sponsor. Boiler Bucks earned through non-Website related promotions will be reflected in the Participant's Account on or within two (2) weeks of completing the required promotional action, unless otherwise noted by Sponsor.

Participants acknowledge that Sponsor is under no obligation to provide any or a particular number of Activities or other opportunities to earn Boiler Bucks. Owner and Installer Account balance, as displayed on the Website, is composed of Boiler Bucks that are available for use. Boiler Bucks used for the purchase of Rewards including merchandise or participation in online Activities will be immediately deducted from the Participant’s Boiler Bucks balance upon confirmation of the transaction. Boiler Bucks may be used one time only. Sponsor will use reasonable efforts to ensure Boiler Bucks are allocated and accrued correctly; however, Participants should review their Accounts to ensure that their Boiler Bucks are properly credited. If a Participant believes that their Account balance is incorrect, the Participant should go to the Contact Us page on the Website. The submission should include the Participant’s name, email address and specific information concerning the Boiler Bucks in question. Sponsor will investigate the matter and respond back to the Participant. All decisions made by Sponsor are final and binding.

Boiler Bucks have no cash value and may not be used as legal tender. Boiler Bucks may be revoked at any time by Sponsor as set forth herein. Unless otherwise expressly stated herein, Participants may not

combine, accumulate, or transfer Boiler Bucks with other Participants' Accounts. Boiler Bucks are not considered to be property of a Participant and as such, a Participant cannot sell, transfer, or assign their Boiler Bucks to any other person and Boiler Bucks are not transferable as part of a domestic relations matter or otherwise by operation of law. Any attempt to combine or transfer Boiler Bucks will result in disqualification from the Program and forfeiture of all Boiler Bucks in any Participant's Account. Sponsor reserves the right, in its sole discretion, to take any other action it deems appropriate in the event it believes a Participant may have violated this provision. Sponsor reserves the right to change, add, or remove the methods by which Participants can earn Boiler Bucks, and/or the amount of Boiler Bucks per Activity.

E. Boiler Bucks Expiration and Forfeiture for Account Cancellation or Inactivity

Unused Boiler Bucks will expire at 11:59 p.m. Central Time on the last day of the applicable calendar quarter one (1) year from the time they were earned (**By way of example, Boiler Bucks earned on October 10, 2016, will therefore expire on December 31, 2017 at 11:59 p.m. CT.**) Boiler Bucks are redeemed or expire on a first-in, first-out basis, so that the first Boiler Bucks you earn are used first, before later earned Boiler Bucks will be used.

Sponsor may terminate any Participant's Account and/or disqualify any Participant within an Account in its sole discretion if a Participant has been inactive for a period of six (6) months or more; or if the Participant is in violation of any of these Terms and Conditions including without limitation failure to follow Program policies and procedures, the sale or barter of merchandise/Rewards/prizes or Boiler Bucks and any misrepresentation of fact relating thereto or other improper conduct as determined by Sponsor. Upon termination by Sponsor, the Boiler Bucks within the Participant's Account will be immediately forfeited. If a Participant is disqualified or if Boiler Bucks/Rewards are forfeited for any reason, as stated in these Terms, the Boiler Bucks/Rewards will be void, will not be reinstated, and Participant will not be compensated therefor in any manner. In Sponsor's sole discretion, Participant may be disqualified from future participation in the Program or similar Sponsor loyalty programs.

Participants may terminate their enrollment at any time by logging into the Website and requesting that their Account be terminated and/or their name be withdrawn from an Account through the Contact Us feature. By terminating enrollment, all Participant Boiler Bucks will be immediately forfeited.

F. Rewards and Redemption

Rewards and the redemption thereof and any other related information are subject to prior confirmation of eligibility, compliance with these Terms, and verification of a potential Participant; Rewards will not be awarded until Participant recipient is confirmed as eligible and the verification process is complete, in Sponsor's absolute discretion.

Certain Rewards, such as higher value merchandise, trips, participation in offers, promotions or events, and/or items with additional terms imposed by the issuer, supplier, vendor, manufacturer, provider of merchandise items, or prizes, will have added restrictions and limitations, which may vary from these Terms and Conditions (**such as higher age requirements, imposition of expiry dates, redemption limits,**

etc.). If, through no fault of their own, a Participant does not qualify for a Reward (**because they do not satisfy the additional restrictions and/or limitations particular to such Reward**) their Boiler Bucks will be returned to the Participant's Account. *Certain Rewards will require the potential Participant to first properly execute, have notarized and timely return an Affidavit of Eligibility, Liability and Publicity Release (or other release documents required by the Reward vendor) as part of the redemption process, or else that individual will not qualify as eligible to redeem that particular Reward.* Each Participant agrees to be bound to these Terms, to comply with Sponsor's redemption and verification process and requirements, and any individual Rewards description, requirements and limitations indicated on the Website and/or terms established by the vendor, all of which are hereby incorporated herein. Unless otherwise stated in connection with a particular Reward, a Reward must be utilized only by the Participant, may be used one time only, and cannot be transferred or assigned.

The items listed as Rewards on the Website will fluctuate as available items are redeemed and additional items are added by Sponsor. Merchandise/items/prizes pictured as Rewards on the Website may not necessarily reflect exact colors, styles, or models of actual Reward due to printing variations and/or manufacturer's updates. Sponsor makes no representations, warranties, or guarantees that any particular Reward will be (**or will continue to be**) available or offered in the Program. Reward availability is limited and is on a first-come, first-served basis. Sponsor reserves the right to substitute unavailable Rewards with merchandise of equal or greater value. Sponsor reserves the absolute right to modify, change, delete or add Rewards, or any element thereof at any time. Sponsor reserves the right to modify the Boiler Bucks value(s) for any Reward, at any time and for any reason, during the Program Period. Refunds, exchanges and other issues regarding the merchandise or item redeemed as a Reward are governed by the third party vendor's terms and conditions applicable to the purchase and are not the responsibility of Sponsor or any other party involved with this Program. Unless otherwise stated herein, all Boiler Bucks redemptions are final.

G. Delivery/Taxes/Warranty

Any Rewards, whether purchased with Boiler Bucks or won/earned through Website Activities, will be delivered via mail or email, as solely determined by Sponsor. All Rewards will be delivered to the mailing address/email address as listed in the Participants Account. Rewards will be shipped via U.S. mail (**or other carrier at the discretion of Sponsor**) within four to eight weeks from date of order/notification. Merchandise can only be shipped within the U.S. Some merchandise cannot be shipped to a PO Box, in which case the Participant will be asked to provide a street address. Rewards in the form of online gift certificates/cards/codes will be sent via e-mail to the e-mail address listed in the Participant's Account within four (4) weeks from the date of the order/notification.

If Participant has purchased, earned or won a Reward or aggregate of Rewards valued at \$600 or over, that Participant will be required to complete a W-9, and the value of that item(s) will be reported to the IRS. Participants are solely liable and responsible for their own tax and legal obligations. If applicable, Sponsor may withhold taxes. Further, Participant will be issued a 1099-MISC for the value of the Reward(s) received. Any required documentation, as determined by Sponsor, must be properly completed and returned within 14 days of notification. Non-compliance or failure to timely complete

and return required documentation will result in ineligibility to redeem/forfeiture of said Reward (s) and any Boiler Bucks used in association with such item(s). If any item or e-mail notification is returned as undeliverable, item and any Boiler Bucks used in association with such item, may be forfeited (at the Sponsor's sole and absolute discretion), and Sponsor shall have no further obligation to award said item.

SPONSOR DOES NOT ENDORSE, OR ASSUME LIABILITY OR RESPONSIBILITY FOR (A) ANY OF THE SUPPLIERS, MANUFACTURERS, OR PROVIDERS OF MERCHANDISE, ITEMS OR PRIZES (**collectively, "ITEM SUPPLIERS"**); (B) ANY OF SAID ITEM SUPPLIERS' PRODUCTS, SERVICES, ITEMS OR GIFT CARDS; OR (C) FOR ANY OF SAID ITEM SUPPLIERS' PRACTICES, POLICIES OR TERMS AND CONDITIONS.

THE PROGRAM ITEMS ARE PROVIDED TO PARTICIPANTS "AS IS" AND SPONSOR DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

Participant acknowledges that Sponsor may be required to provide or supply certain information to applicable government agencies or departments in regards to any payments or items earned in connection with the Program. Participant agrees to provide Sponsor with all required information to assist Sponsor in complying with its reporting or withholding obligations.

H. Modifications and Termination of the Program

Sponsor reserves the right to modify the Program , or any element thereof, including but not limited to these Terms and Conditions set forth herein - including, but not limited to, Participants' eligibility to earn Boiler Bucks or Rewards, methods by which Participants can earn Boiler Bucks, the number of Boiler Bucks associated with an Activity, the number of Boiler Bucks that may be utilized through the Program, Rewards and any of the options made available to Participants with respect to their Accounts - at any time, with or without notice, even though these changes may affect a Participant's ability to use or accrue his/her Boiler Bucks and/or Rewards.

Sponsor reserves the right in its sole discretion to shorten, extend, modify, cancel or terminate the Program in whole or in part at any time, for any reason even though termination may affect a Participant's ability to accrue or use his/her Boiler Bucks and/or Rewards. In the event a Program is terminated, a notice will be posted on the Website and if reasonably commercially practicable to do so notice will also be sent to all Participants via e-mail at least 30 days prior to the date of termination. Participants will have until the stated date of Program termination to redeem their Boiler Bucks.

If for any reason the Program, or any element thereof, is impaired, not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, cheating, bots/scripts, mechanical or other artifice, regularly-scheduled maintenance, equipment failure, technical failures, a force majeure event, or any other causes similar or dissimilar which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, or any element thereof (**as determined by Sponsor in its sole and absolute discretion**), Sponsor reserves the right at its sole discretion to rescind Boiler Bucks or forfeit a Reward (**even if already redeemed but not yet utilized**), or

to modify the Program or any element thereof in a manner that best conforms to the spirit of these Terms and Conditions without suspending it, suspend the Program or any element thereof to address the impairment and then resume in a manner that best conforms to the spirit of these Terms and Conditions, or cancel or terminate the Program. Only if, in Sponsor's sole discretion, it is reasonably commercially practicable and equitable given the situation affecting the Program, Sponsor will attempt to provide Participants ten (10) business days from the date Program termination is announced to redeem any Rewards with eligible, non-suspect Boiler Bucks.

Without limitation, any suspected attempt, directly or indirectly, by any individual or Participant to use or benefit from the use, in Sponsor's discretion, of fraud, cheating, artifice, robotic, repetitive, mechanical or automatic bots/scripts, programmed or similar participation or other methods or agents (**or Boiler Bucks accrual or entry services**), or uses the Program in a manner in violation of or inconsistent with these Terms, or any federal, state or local, laws, statutes or ordinances will immediately invalidate the Account, Boiler Bucks and/or Rewards of such individual(s) suspected of engaging in or benefiting from such methods, and they will be disqualified from the Program permanently without compensation therefor. Sponsor reserves the right to review any Participant's participation, logs, and activities of any individual and/or Account.

I. General Conditions

To learn how the personal information collected in connection with the Programs may be used, Participants should read Sponsor's Privacy Policy, available on the Website.

Sponsor has the sole discretion to interpret and apply the Terms and Conditions for the Program. All issues, concerns, questions or disputes regarding the Program, or any element thereof including but not limited to participation and/or a Participant's compliance with these Terms and Conditions will be resolved by Sponsor in its sole discretion, which decisions will be final and binding in all respects. Sponsor is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.

Each Participant is responsible for all usage or activity on their Account and all information, passwords, and access in connection therewith.

Neither Sponsor nor other Program Entities or agencies are responsible for lost, late, misdirected, incomplete, unintelligible, illegible, stolen, returned, or undelivered mail or e-mail, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, App, or other connections availability, 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 information, nor for the failure to capture any such information. Persons who tamper with or abuse any aspect of the Program or Website, as solely determined by the Sponsor, will be disqualified. ANY ATTEMPT BY ANY PERSON TO

DELIBERATELY DAMAGE THE WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor is not responsible for injury or damage to Participants' or to any other person's computer or mobile device related to or resulting from participating in this Program or downloading materials from or use of the Website. Should any portion of the Program be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes similar or dissimilar which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or application or execution of the Program, in whole or in part, or any element thereof, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Program, or any element thereof, and react in a manner deemed fair and appropriate by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, Program materials and/or any other information relating to this Program, these Terms and Conditions shall govern.

Program Entities shall not be liable to Participants or any other person or entity for failure to execute the Program or any element thereof or supply an item or 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, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

Any Sweepstakes or like promotions offered in conjunction with the Program are subject to the complete Official Rules for each promotion.

J. Limitation of Liability

BY PARTICIPATING, PARTICIPANTS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, ADMINISTRATOR, OTHER PROGRAM ENTITIES, AND THEIR PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION OR OTHER LEGAL PROCEEDINGS ARE COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF INTELLECTUAL PROPERTY, PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE WEBSITE IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE,

MISDIRECTION, OR MISUSE OF ANY BOILER BUCK, REWARD, OR ANY ITEM OR PRIZE OR ANY ELEMENT THEREOF, PARTICIPATION IN THE PROGRAM AND/OR PROGRAM RELATED ACTIVITY, AND ACCESS/USE OF ALL WEBSITES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES. Participants covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release to the fullest extent permitted by law. A waiver by one or more of the Released Parties of any term in these Terms and Conditions does not constitute a waiver of any other provision.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROGRAM, PARTICIPATION IN PROGRAM AND/OR RELATED ACTIVITIES, THE USE OR MISUSE OF ANY BOILER BUCK, REWARD, OR AN ITEM OR PRIZE OR ANY ELEMENT THEREOF, OR ACCESS TO, AND USE OF ANY PARTICIPATING WEBSITE(S)/APP OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE(S). WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

By participating, Participants hereby irrevocably consent, where lawful, to the use (**but without obligation**) by Sponsor (**and their affiliated companies and their respective authorized representatives**) of their name, image, photographs, videotape, likeness, business name/information, hometown name, biographical information, voice as well as any statements made by winner regarding the Program or Sponsor (**provided they are true**) for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, including but not limited to the Internet, mobile devices, and World Wide Web, without additional compensation, and without the right of review, notification or approval.

THIS PROGRAM IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF ILLINOIS WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. Participants are solely responsible for compliance with all applicable laws, rules and regulations including but not limited to tax and similar filing and/or reporting obligations imposed by the Federal, state and local authorities. As a condition of participating in this Program, entrants agree that any and all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Program, and any other disputes that cannot be informally resolved between the parties arising out of or connected with this Program, or any element thereof shall be resolved individually, *without resort to and waive their rights to claim any form of class action*, exclusively before a neutral one person **arbitration** panel located in Chicago, IL

IF THE SPONSOR IMPROPERLY DENIES A PARTICIPANT ANY BOILER BUCKS OR ANY OTHER BENEFIT UNDER THE PROGRAM, LIABILITY WILL BE LIMITED TO A TOTAL AMOUNT OF \$50. WHERE PERMITTED BY LAW, BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT INDEMNIFIES AND HOLDS THE

RELEASEES HARMLESS FROM, AND WAIVES ANY AND ALL RIGHTS TO BRING, ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

These Terms and Conditions, together with the Privacy Policy, and any other additional terms and limitations posted on the Website, constitute the entire agreement between Participant and Sponsor pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written.

If any provision of these Terms and Conditions is found to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.