

MID AMERICA EXTERIORS 2019 SWEEPSTAKES RULES:

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT AFFECT YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS OPEN ONLY TO NATURAL PERSONS WHO ARE LEGAL RESIDENTS OF THE STATE OF KANSAS WHO ARE HOMEOWNERS RESIDING IN THE MARKET AREA DESCRIBED HEREIN AND WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AT THE TIME OF ENTRY. ENTRY IN THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

- 1) **TO ENTER:** Between 9:00 a.m. CST January 21, 2019 and 5:00 p.m. CST December 9, 2019 (“Promotion Period”), eligible individuals may enter this Sweepstakes with no purchase required by visiting www.midamericaexteriors.com/contest during the Promotion Period and completing the free online entry form in accordance with the instructions provided. Mid America Exteriors’ (“Sponsor”) computer system is the official time-keeping device for this Sweepstakes. All required fields on the online entry form must be completed. Incomplete entries will not be accepted and will be automatically rejected. Entrants must be the registered subscriber of the email account from which the entry is made.

Online access, a phone number, and an email account are required in order to participate in this Sweepstakes. Many public libraries, retail businesses, and others offer free access to computers and a number of Internet service providers and other companies offer free email accounts.

You may also obtain an official entry form by writing to the Sponsor at: Mid America Exteriors, 1900 E. Douglas Avenue, Wichita, Kansas 67214. To enter by mail, mail the completed entry form to the above address. All mail-in entries must be received seven (7) days prior to the drawing. Limit one entry per household per year. A valid phone number is required for entry, and all entries will be verified by phone prior to prize eligibility.

- 2) **NO PURCHASE NECESSARY:** No purchase required for entry in the sweepstakes, and no purchase, expressed interest, or estimate appointment will increase odds of winning. All prizes will be awarded and winners notified by telephone. Prizes are non-transferable and no substitutions are allowed. Sponsor and its agents, suppliers and subcontractors assume no liability for damages, losses or injury, resulting from acceptance or use of prizes. The sweepstakes is being used to identify potential customers. In the event a Grand Prize Winner previously purchased a Mid America Exteriors product in 2019, such Winner shall receive a cash prize equivalent to the value of products and services purchased in 2019 up to \$25,000.00. If the Winner purchased more than \$25,000.00 in products and services in 2019, the Winner may elect to receive either a voucher for \$25,000 in additional products and services or a cash prize of \$25,000.00. Winners may be required to address or asked to execute an affidavit of eligibility

within 14 days of notification attempt. Sponsor is not responsible for lost, misdirected, illegible, or late mail entries.

- 3) Payment of all federal, state and local taxes is the sole responsibility of the winners and the winners may receive an IRS 1099 Form or equivalent from the Sponsor. Sponsor will report any individual winnings over \$600.00 (in cash or fair market value of goods or services) in a one-year period to the Internal Revenue Service. Winners are required to fill out any tax forms requested by the Sponsor in order to receive their prize(s).
- 4) DRAWINGS: Winners will be selected by a random computer drawing from among all eligible entries received, and will subsequently be verified by telephone. The drawing will be conducted via random number generator at the Sponsor corporate office located at Mid America Exteriors, 1900 East Douglas Avenue, Wichita, KS 67214. The one (1) Grand Prize winner ("Grand Prize Winner") will be chosen on December 19, 2019 from among all verified 2019 entrants. The monthly Mid America Exteriors drawings (one winner per month) will be held on the 15th of each month in 2019 beginning February 15, 2019 and ending with the last drawing on November 15, 2019, from among all verified entries received in the previous month ("Monthly Winner(s)").

The potential winners will be contacted by a representative of the Sponsor and must reply within 72 hours to maintain eligibility. If a potential winner cannot be contacted within this time period or fails to respond to any attempted contact, such potential winner will be disqualified, his/her entry will be declared null and void and the Sponsor reserves the right, in its sole and absolute discretion, to choose another potential winner by the process detailed above.

- 5) Odds of winning will depend on the total number of valid entries received during the Promotion Period.
- 6) GRAND PRIZE: The GRAND PRIZE, a MID AMERICA EXTERIORS HOME MAKEOVER, will consist of a choice of Mid America Exteriors products listed below, not to exceed the total retail value of \$25,000. The winner may select any combination of the following products: a) WINDOWS – consists of premium white vinyl windows installed in the home (limit 15 double hung or slider windows with standard options and installation). b) SIDING – consists of premium insulated siding installed over existing siding (limit 1500 square feet, standard colors only). c) ENTRY DOOR – consists of one Smooth Star or Fiber Classic fiberglass entry door, stained or painted one color, installed into existing rough opening; options may include standard clear glass and standard hardware. d) GUTTER PROTECTION – consists of gutter protection installed on existing gutters (maximum 200 feet).

- 7) MONTHLY DRAWINGS: Entrants will also be eligible to win one of TEN monthly drawings of \$500.00 Mid America Exteriors gift vouchers. Each Monthly Winner shall receive a prize of a \$500.00 voucher, which shall be valid for \$500.00 worth of qualifying Mid America Exteriors products and services.
- 8) ELIGIBILITY. Sweepstakes open only to homeowners, 18 years of age or older, within Mid America Exteriors Corporation's seven (7) county market area in the state of Kansas, which includes Sedgwick, Butler, Cowley, Sumner, Kingman, Harvey and Reno Counties. Sweepstakes excludes Mid America Exteriors employees, affiliates, subsidiaries, advertising agencies and their families. Sweepstakes is subject to all federal, state and local laws.
- 9) LIMITATIONS OF LIABILITY AND RELEASE: Sponsor is not responsible or liable for:
 - (a) any incorrect or inaccurate information, whether caused by entrants, non-authorized human intervention, printing errors or by any of the equipment or programming associated with or utilized in this Sweepstakes;
 - (b) technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, network hardware or software, cable, satellite, cellular tower, or Internet service provider;
 - (c) bugs, viruses, worms, unauthorized human intervention in any part of the entry process or this Sweepstakes or any other causes which impair the fairness, integrity or administration of this Sweepstakes (in such event, the Sponsor reserves the right, at its sole option, to modify, terminate or suspend this Sweepstakes);
 - (d) typographical, printing, network, mechanical, electronic, technical, human or other errors or malfunctions of any kind relating to or in connection with this Sweepstakes including, without limitation, errors or problems which may occur in the administration of this Sweepstakes, the processing of entries, the announcement of the prizes or other errors in these Official Rules or in any other Sweepstakes-related materials;
 - (e) any liability, loss, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in this Sweepstakes or receipt, use or misuse of any prize; or
 - (f) lost, incomplete, late, misdirected, garbled, undelivered, incomplete, stolen, or mutilated transactions, subscriptions or entries; or garbled, lost, misrouted or scrambled transmissions. (If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in this Sweepstakes.)

ALL ENTRANTS AGREE, ACKNOWLEDGE AND UNDERSTAND THAT THE SPONSOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES. THE PARTIES AGREE, ACKNOWLEDGE AND UNDERSTAND THAT THE SPONSOR'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS SWEEPSTAKES, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT ASSOCIATED WITH ENTERING THIS SWEEPSTAKES.

By entering into this Sweepstakes, each entrant agrees to release, discharge, and forever hold harmless the Sponsor and its agents, contractors, employees, officer, and shareholders from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with, the entrant's participation or attempted participation in this Sweepstakes, compliance or non-compliance with these Official Rules and the delivery, non-delivery, acceptance, use, misuse or non-use of the prize and, if selected as a potential winner, to sign and deliver the Request for Information and Waiver form before receiving his/her prize.

Each entrant acknowledges that the Sponsor shall not be required under any circumstances to award more prizes than the number of available prizes as set out in these Official Rules.

CAUTION: Any attempt by any person(s) to damage any website or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek damages and/or other remedies (including attorneys' fees) from any such person(s) responsible for the attempt to the fullest extent permitted by law.

10) DISPUTES: Except where prohibited by law, entrants agree that:

(a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state courts located in Sedgwick County, Kansas, United States of America;

(b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event shall any entrant be entitled to obtain attorneys' fees or other legal costs;

(c) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive, to the extent permitted by applicable law, all rights to claim indirect, punitive, incidental and consequential damages

and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and

(d) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and the Released Parties in connection with this Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Kansas, without giving effect to any choice of law or conflict of law rules (whether of the State of Kansas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Kansas.

- 11) **TRADEMARKS:** Unless noted otherwise, all trademarks used herein are the property of the Sponsor. The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or the Sponsor, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or the Sponsor or the manufacturer or distributor of such product or service and, except as otherwise indicated no association or endorsement is intended or should be inferred.
- 12) **PUBLICITY GENERAL:** Each entrant grants the Sponsor and its designees a perpetual, worldwide, royalty-free license to use, broadcast, publish and otherwise use the entrant's name, address of residence, statements regarding this Sweepstakes, image, photograph, video, voice and/or likeness for advertising, promotional and/or any other purpose in any and all media now or hereafter devised worldwide in perpetuity without additional compensation, notification or permission, unless prohibited by law. This Sweepstakes and all entries are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.
- 13) **LIST OF WINNERS:** For a list of winners (available after December __, 2019), send a self-addressed, stamped envelope to: Mid America Exteriors 1900 E. Douglas Avenue, Wichita, Kansas 67214. All such requests must be received prior to January 1, 2020. Unless otherwise expressly provided in these Official Rules, no communications or correspondence in relation to this Sweepstakes will be exchanged with entrants except for an entrant whose name has been selected in the drawing.
- 14) **PERSONAL INFORMATION:** Unless the entrant has otherwise authorized the Sponsor or another entity related to the Sponsor to contact him or her, the personal information gathered about entrants in connection with this Sweepstakes will be used solely for the administration of this Sweepstakes and is subject to the Sponsor's privacy policy (available at _____) and no communication unrelated to this

Sweepstakes, commercial or otherwise, will be sent to the entrant by the Sponsor unless the entrant expressly request such communication.

15)RESERVATION OF RIGHTS. Sponsor reserves the right to make changes to these Official Rules in their sole discretion which will become effective upon announcement. Sponsor reserves the right to cancel or terminate this Sweepstakes for any reason in the event that it cannot be run or administered as intended by the Sponsor. Any such changes or termination will be announced on midamericaexteriors.com/contest.