

“App-It-Up & Win” Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PRODUCT PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Internet access is required to participate.

ELIGIBILITY: “App-It-Up & Win” Sweepstakes (the “Sweepstakes”) is open only to persons who meet all of the following criteria:

- (a) are an employee of a contractor, remodeler, or like commercial entity which is a customer of an eligible operating division of the Sponsor; and
- (b) are a legal U.S. resident of the forty-eight (48) contiguous United States or the District of Columbia and eighteen (18) years of age or older;
- (c) have a valid U.S. driver’s license;
- (d) whose customary job responsibilities include the procurement of materials/supplies (“Entrant”).

It is the Entrant’s sole responsibility to review his/her company’s policies to determine the company’s status on entering and winning in promotions.

****Eligible operating divisions consist of:** Bellevue Builders Supply, Building Supply Association, Coastal Roofing Supply, East Haven Builders Supply, GBS Building Supply, Hines Supply, Jones Lumber, K-I Lumber, Myers Building Product Specialists, Poulin Lumber, Shelly Enterprises, Universal Supply Company, and Wisconsin Building Supply.

THE SWEEPSTAKES IS NOT OPEN TO THE GENERAL PUBLIC. Without limiting the foregoing, employees, officers and directors of US LBM, LLC (the “Sponsor”) and its divisions, subsidiaries and affiliates, its advertising/promotion agencies, and any others engaged in the development, production, execution or distribution of the Sweepstakes, including, but not limited to, National Sweepstakes Company, LLC (the “Independent Administrator”), and the entities supplying the prize (collectively, the “Sweepstakes Entities”) as well as their immediate family members (spouses, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible to participate. All federal, state and local laws and regulations apply. Sweepstakes is void where prohibited or restricted by law.

By entering the Sweepstakes, each Entrant fully and unconditionally agrees to be bound to and accepts these Official Rules as well as the decisions of Sponsor and Independent Administrator, which are final and binding with respect to all matters pertaining to this Sweepstakes. Such decisions include but are not limited to which functions/actions constitute “eligible clicks” as discussed below. Entrant further represents and warrants that he/she has obtained any necessary consents and approvals from supervisory personnel at his/her employer as to participation in the Sweepstakes.

SWEEPSTAKES PERIOD: Sweepstakes begins at 12:00 am Eastern Time (“ET”) on July 8, 2019 and ends at 11:59:59 pm ET on December 31, 2019 (“Sweepstakes Period”). The computer of the Sponsor’s division app (the “App”) is the official time keeping device for the Sweepstakes.

HOW TO ENTER: Follow these three (3) steps; however, if you are already a registered user of the App then please see step 3.

- (1) Download the new free App to your compatible mobile device or desktop. (The app is available via both the Apple® App Store and Android™ Google Play™ platforms.Ω)
- (2) Register as a user of the App by completing the registration form with all required information including your name, e-mail address. As part of the registration procedure, you must select a password.* (Only the registered user him/herself may use his/her password and the corresponding account on the App.) You are strongly advised to review the terms of use and privacy policy of the App before registering as a user of same. Acknowledgment of receipt of registration is not otherwise binding upon Sponsor or Independent Administrator.

{*Password must comply with Sponsor’s content requirements, including the number and type of characters. It is the Entrant’s sole responsibility to protect the security of his/her password; and, if compromised, it is the Entrant’s sole responsibility to report same immediately to Sponsor.}

- (3) For every twenty (20) “eligible clicks” on the App, you will receive one (1) entry in the Sweepstakes. For purposes of the Sweepstakes, “eligible clicks” means any executable function performed by the registered user when using the App. By way of example: reviewing current promotions and offers; check status of delivery of goods; reviewing monthly invoices and statements; reviewing and/or responding to in-app notifications.

{†The purchase of goods or services will not improve one’s chances of winning.}

STANDARD MESSAGE AND DATA RATES AND/OR WIRELESS INTERNET ACCESS CHARGES MAY APPLY IN CONJUNCTION WITH DOWNLOADING AND USING THE APP. You may be charged by your wireless carrier in conjunction with Sweepstakes participation. Be sure to check your wireless carrier's pricing plan before participating in the Sweepstakes. Wireless Internet access may not be available in all areas.

Only *bona fide*, legitimate eligible clicks will count toward Sweepstakes entry. Any function/action taken which is not undertaken deliberately and knowingly by the registered user will NOT count toward entry; this includes but is not limited to eligible clicks which are automatically performed by a computer program, script, bot or the like. If Sponsor or Independent Administrator determine in their sole

discretion that a given Entrant has repeatedly or egregiously engaged in activities which are NOT *bona fide*, legitimate eligible clicks, such Entrant will be disqualified from the Sweepstakes. Sponsor further reserves the right to pursue legal sanctions against such Entrant; and, such conduct may jeopardize Sponsor's existing business relationship with such Entrant's employer.

For the avoidance of doubt, registering as a user of the App alone will NOT result in entry. You will only be entered in the Sweepstakes if you register as a user of the App and thereafter accrue at least twenty (20) eligible clicks during the Sweepstakes Period.

Should an Entrant accrue fewer than twenty (20) eligible clicks or a multiple of twenty (20), the number of eligible clicks will NOT be rounded up. To illustrate, if an Entrant accrues twenty-five (25) eligible clicks he/she will receive only one (1) Entry.

Proof of performing a function/action on the App does not constitute proof of accruing an eligible click. The App will reflect the total number of eligible clicks and entries (if any) accrued by an Entrant. Sponsor and Independent Administrator assume no responsibility for the currency, completeness or accuracy of eligible click data and entries (if any) as reflected on the App and expressly reserve the right to modify eligible click data and entries received (if any) without notification to Entrant or liability of any kind. Entrants are therefore advised to maintain their own records as to Sweepstakes participation. Without limiting the foregoing, any acknowledgment of receipt/recording of eligible clicks and entries (if any) is not otherwise binding upon Sponsor or Independent Administrator.

THERE IS A LIMIT OF ONE (1) REGISTRATION/PASSWORD PER ENTRANT. Any attempt to register more than once may result in disqualification from the Sweepstakes. Sponsor further reserves the right to pursue legal sanctions against any individual engaged in such conduct; and, such conduct may jeopardize Sponsor's existing business relationship with such individual's employer.

RANDOM DRAWING: The potential winner will be selected in a random drawing from among all eligible entries received. The drawing will be conducted by Independent Administrator on or about January 6, 2020.

PRIZE/ODDS OF WINNING: Prize (1) – 2020 Ford® SuperDuty F-250 4x4 Quad Cab pickup truck.‡ Manufacturer's Suggested Retail Price: \$45,000.

Odds of winning depend on the total number of eligible entries received.

{‡Used solely for prize identification purposes. No endorsement, sponsorship, authorization or affiliation with Sponsor, its goods/services or this Sweepstakes is intended or implied thereby.}

PRIZE RESTRICTIONS: Prize is awarded subject to winner's employer not having a written company policy prohibiting the provision of gifts/awards/prizes/incentives by third parties to its employees; and, should winner's employer have such a policy in effect, the prize will be forfeited without compensation and an alternate winner will be selected from among all remaining eligible entries received.

Winner must take delivery of vehicle within thirty (30) days of notice of availability from Sponsor-selected dealer near winner's residence (in the contiguous forty (48) United States or District of Columbia) or the vehicle may be forfeited. Winner must have a valid U.S. driver's license and proof of insurance to take delivery. Vehicle awarded as prize may differ from vehicle shown in advertising material (and, Sponsor and Independent Administrator disclaim any and all liability in conjunction therewith.)

Prize cannot be transferred without the express written consent of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind. No prize substitution except by Sponsor due to prize unavailability of any kind and only then for prize of equal or greater value. Prize is not redeemable or exchangeable for cash. Winner is solely responsible for all unspecified costs and expenses of prize acceptance and use (including, by way of example only, vehicle registration, license, title, insurance fees and any upgrade and options not included with vehicle) as well as for any and all taxes on the value of the prize. Sponsor or its representative will report winner's receipt of prize and its fair market value to the Internal Revenue Service via IRS 1099 Tax Form and winner agrees to fully cooperate with Sponsor and/or its representative relative to such governmental reporting requirement including by providing his/her Social Security Number via IRS W9 Tax Form.

WINNER NOTIFICATION: Potential winner will be contacted by the Independent Administrator and must sign and return an Affidavit of Eligibility and Liability Release and Publicity Release [where lawful] within five (5) business days of date indicated on notification documents. In the event of noncompliance with this requirement, if potential winner cannot be contacted despite commercially reasonable efforts to do so, if potential winner is not in full compliance with these Official Rules (including but not limited to potential winner being ineligible for the Sweepstakes), the prize will be forfeited without compensation and an alternate winner selected.

RELEASES: By participating, entrant indemnifies, releases and agrees to hold harmless Sweepstakes Entities and their respective directors, officers, agents, representatives, shareholders, employees, successors and assigns from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of the prize (if applicable). Without limiting the foregoing, Sponsor makes no representation, warranty or guarantee of any kind regarding the prize, including its fitness for the intended purpose or the warranty of merchantability; the only warranties on the prize are those of the manufacturer of the vehicle (and such warranties are expressly limited to their terms.)

By accepting prize, except where prohibited by law, winner agrees to the use of his/her name, address (city, state), likeness, photograph, other indicia of persona and/or statements made by winner regarding the prize, the Sweepstakes or the Sponsor for advertising/publicity/trade purposes by Sponsor and its designees without further compensation or notice or review of any kind. Winner further agrees, upon request and without further compensation of any kind, to use commercially reasonable efforts to assist Sponsor and/or its designees in securing a grant of rights from winner's employer whereby Sponsor and/or its designees may identify the winner's employer by using its name, address and other publicly available information for advertising/publicity/trade purposes.

LIMITATIONS OF LIABILITY: Sponsor and Independent Administrator assume no responsibility for:

(a) any incomplete, incorrect or inaccurate information, whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error (in the Sweepstakes itself or advertising of same);

(b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of the App (or any part thereof), including those which result in an eligible click not being properly recorded and credited to a registered user;

(c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of any registration or participation in the Sweepstakes on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof;

(d) any injury or damage to Entrant's or to any person's mobile device (or any information/materials stored therein) related to or resulting from downloading, installing and/or using the App; and

(e) late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted or jumbled registrations and eligible click functions/activities regardless of cause (all of which are void.)

The failure of Sponsor/Independent Administrator to enforce any provision of these Official Rules in a given instance does not constitute the waiver of same.

Force Majeure. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other

causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. In such case, Independent Administrator shall select the prize winner from among all eligible entries received prior to (and/or after, as appropriate) the action taken or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor/Independent Administrator in their sole discretion. Notice of such action by Sponsor shall be posted on the App.

CAUTION: ANY ATTEMPT BY A PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES OR TO DEFRAUD SPONSOR OR INDEPENDENT ADMINISTRATOR IN CONJUNCTION WITH THE CONDUCT OF THE SWEEPSTAKES OR THE OPERATION OF THE APP GENERALLY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW; AND, SUCH CONDUCT MAY JEOPARDIZE SPONSOR'S EXISTING BUSINESS RELATIONSHIP WITH SUCH INDIVIDUAL'S EMPLOYER (TO THE EXTENT APPLICABLE.)

ARBITRATION & GOVERNING LAW. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE THAT ANY DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION AND NOT IN A COURT OF LAW BEFORE A JURY (AND/OR JUDGE). IF YOU DO NOT AGREE TO THIS CONDITION, YOUR SOLE RECOURSE IS NOT TO USE THE APP AND ENTER THE SWEEPSTAKES. Such arbitration proceeding shall be conducted under the rules of the American Arbitration Association, and will be governed by the internal law of the State of Illinois without regard to principles of conflict of laws. To the fullest extent permitted by law, you agree to bring any such action individually and not as part of a class or group. Any such action must be brought within one (1) year of accrual or such action will be permanently barred.

WINNER'S LIST: For the name of winner, send a self-addressed, stamped envelope to: "App-it-Up & Win" Sweepstakes, PO Box 10505, Rochester, NY 14610 to be received by February 6, 2020.

OFFICIAL RULES: Official Rules will be available via the App.

SPONSOR: US LBM, LLC, 1000 Corporate Drive, Buffalo Grove, IL 60089.

INDEPENDENT ADMINISTRATOR: National Sweepstakes Company, LLC, 80 Rockwood Place, Rochester, NY 14610.