

2022 STATE MEMBERSHIP DRIVE OFFICIAL CONTEST RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

2022 State Membership Drive (the "Contest") is open to all legal Indiana residents who are official members of the National Association of Home Builders (NAHB) and who are at least eighteen (18) years old at the time of entry. Employees of Indiana Builders Association, local HBAs, and their respective parents, subsidiaries, and affiliated associations as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

2. Sponsor

The Contest is sponsored by Indiana Builders Association, located at 101 W. Ohio St., Ste. 710, Indianapolis, Indiana 46204. Promotional sponsors include Timberland Lumber Company, Weber Concrete Construction, and York Chrysler Dodge Jeep Ram of Plainfield.

3. Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The Contest begins on October 01, 2022 at 12:00 AM EST/EDT and ends on December 31, 2022 at 11:59 PM EST/EDT (the "Contest Period"). Entries that are submitted before or after the Contest Period will not be considered. Submissions will be accepted for the duration of the Contest using any of the following methods:

Online WMS New Member Processing

5. How to Enter

Online: This method of entry will be available through YOUR LOCAL HBA WMS membership processing. Recruitment of each new member will result in SPIKE POINTS assigned by NAHB. Contact YOUR LOCAL EXECUTIVE OFFICER to ensure new members that you recruit are added to YOUR SPIKE CREDITS.

6. Winner Determination

On or about January 15, 2023, the Sponsor will identify potential winners based on new member recruitment. Selection depends on the number of new members added to the association by each participating individual during the Contest Period. The FIVE

(5) individuals with the greatest number of new members added to WMS assigned to them will be the winners. In the event of a tie, the winners will be selected based on who has the most overall recruits during the year of 2022.

The Sponsor will attempt to notify the potential winners via telephone or email on or about February 01, 2023. If the potential winner cannot be contacted within two months after the date of the first attempt to contact him/her, the Sponsor may select alternate potential winners in his/her place using the next highest recruiting member from the remaining non-winning, eligible entries.

7. Winner Notification

The potential winners will be notified by email, mail or phone. The Top 5 Prize winners will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to the second-place top recruiter. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest. The winner will be featured in the upcoming publications of the Sponsor.

8. Acceptance Criteria

Potential winner must consent to each of the following Acceptance Criteria to be considered an official winner:

- a. Provide a current photograph of themselves via e-mail in the jpeg or png format; and
- b. Sign an Affidavit of Eligibility, Liability & Publicity Release (where permitted by law) within ten (10) days of notification (as detailed in the heading "Release and Limitations of Liability");

9. Prizes

Top 5 Prize (5) - \$500 cash prize

Sponsor is required by law to report the prize where required. To the extent permitted by law, winners must execute a Liability and Publicity Release prior to issuance of a the TOP 5 PRIZE.

No more than the advertised number of prizes shall be awarded. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, or redeemable for any other substitution.

Each cash prize will be issued as a check payable to the order of the prize winner upon verification of eligibility and upon timely receipt of all completed prize winner paperwork. Checks will be processed and mailed within four to eight weeks upon verification of eligibility and receipt of all completed prize winner paperwork. All taxes,

including but not limited to, federal, state, and local taxes, and any other costs and expenses associated with the acceptance and use of a prize are solely the responsibility of the winner.

TO THE EXTENT PERMITTED BY LAW, SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, LEGAL IMPLICATIONS OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY USE RELATED TO THE PRIZE OR ANY OTHER ASPECT OF TOP 5 PRIZE WINNER'S ACCEPTANCE OR USE OF THE CASH PRIZE.

10. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

11. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the

administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, or in any Contest-related materials; or (e) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

12. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Indiana. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Indiana, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Indiana.

13. Privacy

Information collected from entrants is subject to sponsor's privacy policy.

14. Official Rules and Winners List

For a copy of the Official Rules and the Winners' names and city of residence send an email request to info@buildindiana.org