

HOME BUILDERS ASSOCIATION OF GREATER TOLEDO

“EACH 1 RECRUIT 1” MEMBERSHIP DRIVE DRAWING

Terms and Conditions

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW. THE PROMOTION IS INTENDED FOR VIEWING AND PERFORMANCE IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW.

1. ORGANIZER. The Home Builders Association of Greater Toledo’s “Recruit 1 in ‘21” Membership Drive Drawing (the “Promotion”) is organized and operated by the Home Builders Association of Greater Toledo (the “HBA”), an Ohio non-profit corporation (the “Organizer”).

2. ELIGIBILITY. The Promotion is open to legal residents of the 50 United States and the District of Columbia who: (a) are eighteen (18) years of age or older as of the date of entry; (b) are employed by an HBA member company; (c) recruit a new member; and (d) are listed in the “referred by” section of such recruited new member’s application (each such person is hereby referred to as a “Participant”). The following persons are not eligible as a Participant or for the Promotion: (x) any employee of the Organizer; and (y) the "immediate family members" and/or "household members" of any of the persons set forth in (x) above. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings or spouses. “Household members” shall mean people who share the same residence at least three (3) months a year. Participation in the Promotion constitutes Participant’s full and unconditional agreement to these Terms and Conditions and to the HBA’s decisions. The HBA’s decisions regarding all matters relating to the Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. From all eligible entries received, the winners will be determined based on a random drawing conducted by the HBA on December 1, 2022, which shall determine the one (1) winner and the prize amount to be awarded to the winner. The Promotion is void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

3. ENTRY. To enter the Promotion, a Participant must recruit one (1) new member to join the HBA. The Participant’s name must be listed on such recruited new member’s application to be entered in the drawing. For the Purposes of the Promotion and these Terms and Conditions, “recruit one new member” means a member who joins and meets all membership requirements of the HBA between January 1, 2022 and November 15, 2022 (the “Promotion Period”). Once submitted, entries become the sole property of Organizer and will not be acknowledged or returned.

4. NUMBER OF ENTRIES. A PARTICIPANT WILL RECEIVE ONE (1) ENTRY FOR EACH NEW MEMBER RECRUITED. DURING THE PROMOTION PERIOD, THE HBA MUST COLELCTIVLY RECRUIT FIFTY (50) NEW MEMBERS FOR A \$5,000 DRAWING, SEVENTY-FIVE (75) NEW MEMBERS FOR A \$7,500

DRAWING, ONE HUNDRED (100) NEW MEMBERS FOR A \$10,000 DRAWING AND ONE HUNDRED FIFTY PLUS (150+) NEW MEMBERS FOR A \$15,000 DRAWING.

5. **TIMING.** The Promotion takes place during the Promotion Period.

6. **NO ENTRY FEE.** There is no entry fee required to participate in the Promotion. Only entries properly submitted in accordance with these Terms and Conditions will be accepted. No other forms of entry will be accepted. Entry materials/data that have been tampered with or altered are void.

7. **PRIZES.** There shall be one (1) prize awarded pursuant to the Promotion. The value of the prize depends on the tier based on number of members recruited collectively by the HBA during the Promotion Period. Odds of winning the prize depends on the number of eligible entries a Participant earns and the total number of eligible entries received earned by all Participants. The prize amount will be determined as follows:

◆ **Tier 1** – When fifty (50) new members are recruited during the Promotion Period, the eligible Participant who’s entry form is the first entry form randomly drawn from all of the entry forms submitted and received will win \$5,000 in cash.

◆ **Tier 2** - When seventy-five (75) new members are recruited during the Promotion Period, the eligible Participant who’s entry form is the first entry form randomly drawn from all of the entry forms submitted and received will win \$7,500 in cash.

◆ **Tier 3** - When one hundred (100) new members are recruited during the Promotion Period, the eligible Participant who’s entry form is the first entry form randomly drawn from all of the entry forms submitted and received will win \$10,000 in cash.

◆ **Tier 4** - When one hundred and fifty (150) new members are recruited during the Promotion Period, the eligible Participant who’s entry form is the first entry form randomly drawn from all of the entry forms submitted and received will win \$15,000 in cash.

8. **RANDOM DRAWING.** A random drawing will be conducted on December 1, 2022 by the HBA. The winner will be notified by telephone or mail and, as a condition of receiving a prize, may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and, except where prohibited, a Publicity Release, within fourteen (14) days of the date stated on the prize notice or an alternative winner will be selected in an alternative random drawing. If any prize notification letter or any prize is returned as undeliverable, such prize will be awarded to an alternate winner determined in an alternative random drawing. The prize winner should allow up to 3-4 weeks after they return the Liability Release to receive the prize. Any potential winner may be required to show proof of identification. A Participant’s acceptance of a prize shall constitute his or her permission to use his or her name, hometown, and likeness for purposes of advertising, promotions, and publicity without additional compensation. For

a listing of the prize winner, send a self-addressed, stamped envelope after December 1, 2022 to the HBA, 1911 Indian Wood Circle, Suite A, Maumee, OH 43537.

9. SUBSTITUTION; TAXES. No prize substitution, redemption, assignment, or transfer is permitted. THE PRIZE WINNER IS SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH HIS OR HER RECEIPT OR USE OF ANY PRIZE. Further, the prize winner agrees to and shall defend, indemnify, and hold harmless the Organizer from and against any and all claims, actions, damages, losses, charges, assessments, liabilities, costs, and expenses (including, without limitation, attorneys' fees) resulting from or arising out of the payment of any taxes or assessments as a result of the payment of a prize to such Participant.

The prize winner shall furnish to the Organizer a statement on IRS form 5754 made under penalties of perjury providing his or her identity (i.e., name, address, and social security number). The Organizer shall keep IRS Form 5754 for four (4) years and make it available for IRS inspection. Further, the Organizer shall issue IRS Form W-2G to the prize winner with winnings at or in excess of the reportable amount by January 31, 2023 and file IRS Form W-2G with the IRS by February 28, 2023. For any prize winner of a sum in excess of \$5,000, the Organizer shall deduct and withhold from such winnings an amount required by applicable federal law (approximately 24%), report this amount to the IRS on IRS Form W-2G, and submit this amount to the IRS.

10. LIMITATION OF LIABILITY. The Organizer is not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible, or misdirected forms, which will be disqualified. The Organizer does not make any representation, warranty, or guarantee, express or implied, relating to the Promotion or the prizes, and is not responsible for: (a) any incorrect or inaccurate information, whether caused by Participants, printing errors, or any of the equipment, hardware, software, or programming associated or used with the Promotion; (b) technical errors, defects, delays, or failures of any kind, including, without limitation, malfunctions, interruptions, or disconnections in any communications lines, Internet or website access, hardware, software, servers, network, telephone, satellite, computer, or other connection; (c) garbled, misdirected, or jumbled transmissions or traffic congestion; (d) errors of any kind, whether human, technical, mechanical, or electronic; (e) the incorrect or inaccurate capture of entry or other information or the failure to capture any such information; (f) digital or electronic disruptions, e.g., viruses; (d) unauthorized human intervention (e.g., hacking); or (g) any injury or damage which may be caused, directly or indirectly, in whole or in part, from a Participant's participation in the Promotion or receipt or use of a prize.

11. CONDITIONS OF PARTICIPATION. Each Participant's participation in the Promotion constitutes his or her full and unconditional agreement to be governed and controlled by these Terms and Conditions and the HBA's decisions hereunder. The decisions of the HBA in regards to all matters of the Promotion are final and binding. The Organizer reserves the right, in its sole discretion, to modify, cancel, terminate, and/or suspend the Promotion and to disqualify any Participant who violates these Terms and Conditions or acts in a disruptive, unethical, or unprofessional manner. Without limiting the foregoing, the Organizer may modify, cancel, terminate, and/or suspend the Promotion if, in its sole opinion, an incident of any kind occurs to corrupt or impair the

administration, integrity, fairness, or intent of the Promotion, including without limitation, unauthorized human intervention or fraud

12. RELEASE AND INDEMNITY. By participating in the Promotion or receiving a prize hereunder, each Participant agrees to release and to defend, indemnify, and hold harmless the Organizer and their respective shareholders, directors, members, managers, officers, employees, and agents (collectively, the "Released Parties") for any loss, liability, injury, or damage to such Participant caused in whole or in part, directly or indirectly, by participation in the Promotion (or related activities) or the acceptance, possession, or use/misuse of the prize.

13. DISPUTES/CHOICE OF LAW. Except where prohibited, each Participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion or any prize awarded hereunder shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in the State of Ohio; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) no punitive, incidental, special, consequential, or other damages, including without limitation, lost profits may be awarded (collectively, "Special Damages"); and (d) each Participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Ohio law, without reference to Ohio's choice of law rules, shall govern and control the Promotion and all aspects related thereto.

14. POTENTIAL WINNERS. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE HBA, WHOSE DECISIONS ARE FINAL. THE HBA SHALL SOLELY DETERMINE ANY FORM OF VERIFICATION. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIBIGILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED.

15. GAMBLING PROHIBITION. This Promotion is strictly for entertainment purposes and may not be used in connection with any form of gambling.

16. PRIVACY. Personally identifiable information that is submitted by Participants as part of this Promotion will be used to administer the Promotion, select prize winners, and fulfill prizes, and will otherwise be treated as private.

17. COPYRIGHT. The Promotion and all accompanying materials relating thereto, including, without limitation, these Terms and Conditions, are copyright (c) 2022 Home Builders Association of Greater Toledo.