

Official Rules

Owens Corning “Does Your Home Measure Up” Sweepstakes

Sponsor: Owens Corning¹, One Owens Corning Pkwy, Toledo, OH 43659

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ELIGIBILITY. Open only to legal U.S. residents of Scottsdale, Arizona who meet all of the following criteria: (a) are 18 years of age or older; (b) own a residence in Scottsdale†; and (c) received April 2020 Sweepstakes mailing directly from Sponsor. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, DO NOT ENTER THE SWEEPSTAKES AS IT IS NOT INTENDED FOR YOU. OPPORTUNITY TO ENTER THE SWEEPSTAKES IS VALID ONLY FOR INTENDED RECIPIENT OF APRIL 2020 SWEEPSTAKES MAILING AND IS NOT TRANSFERABLE. Sweepstakes is void outside Scottsdale, Arizona and where prohibited by law.

†If residence is owned jointly, only one of the owners who is otherwise eligible may enter the Sweepstakes.

Employees, officers and directors (and their immediate families, regardless of where they live, and same household members, whether related or not) of Sponsor, Owens Corning preferred HVAC contractors, their respective parent companies, subsidiaries, affiliates, franchisees, agencies (including the third-party independent judging agency; i.e., “Judges”), prize suppliers and other entities involved in the design, development, production and implementation of the Sweepstakes are NOT eligible to enter or win a prize in the Sweepstakes. For purposes of these Official Rules, “immediate family” is defined as parent, child, sibling, spouse as well as the spouses of a child or sibling.

By participating, you agree to abide by and be bound by these Official Rules and the decisions of Sponsor and Judges, which are final and binding in all respects and not subject to appeal.

1. **SWEEPSTAKES PERIOD.** Sweepstakes starts April 1, 2020 at 8:00 a.m. Mountain Time (MT) and ends the **earlier of** receipt of 150 eligible entries or May 15, 2020 at 3:00 p.m. MT.² Sponsor’s computer is the official clock for all purposes of the Sweepstakes.

2. **HOW TO ENTER.**

Between 8:00 a.m. MT and 3:00 p.m. MT, Monday – Saturday during the Sweepstakes Period, call toll-free (844) 622-8458 and complete the short survey regarding your home’s insulation.³ This phone call will be recorded by Sponsor for Sweepstakes administration purposes; if you do not agree to this, terminate the call. (You will, however, not be able to enter the Sweepstakes.)⁴

If you are one of the first 150 (eligible) persons who complete the survey and your responses to survey questions are in compliance with these Official Rules, you will be automatically entered once in the Sweepstakes random drawing; see Rule 4 below.

Should Sponsor receive 150 eligible entries prior to the end of the Sweepstakes Period, the Sweepstakes will conclude at such time.⁵ Conversely, if the Sweepstakes will conclude at the end of the Sweepstakes Period if fewer than 150 eligible entries are received.

Your responses to the survey questions will NOT affect your ability to enter the Sweepstakes or your odds of winning a prize in the Sweepstakes. Without limiting the foregoing, while the survey will ask whether an Owens Corning preferred HVAC contractor or Owens Corning sales representative may contact you, whether (or not) you agree to be contacted will not affect your ability to enter the Sweepstakes or your odds of winning a prize in the Sweepstakes.

In all cases, your survey responses must be truthful and reflect your honest opinions. To result in Sweepstakes entry, the survey must be completed in its entirety.

To the extent that your survey responses include original content⁶, your entry will be disqualified if Sponsor/Judges determine in their sole discretion that such content is not original; violates or infringes upon third party rights (including rights of trademark, copyright, publicity or privacy); is inappropriate, unfit for publication, profane, offensive or denigrates other persons based on their race, religion, ethnicity, gender, gender identification, national origin, disability or other protected class.

Should you call the toll-free telephone number via mobile phone, you will be subject to wireless charges imposed by your wireless carrier.

Receipt of an entry will be acknowledged. However, such acknowledgment merely indicates that your entry was received and does not constitute any representation as to Sweepstakes eligibility, notification of selection as a prize winner in the Sweepstakes nor is it otherwise binding upon Sponsor or Judges.

3. ADDITIONAL ENTRY RESTRICTIONS.

Limit of one (1) entry per person. Violation of this limit will result in voiding of all entries and disqualification from the Sweepstakes; in addition, Sponsor reserves the right to prohibit such person from participating in future sweepstakes/contests/promotions offered by Sponsor and may perhaps pursue sanctions against such person to the fullest extent permitted by law.

Use of automated, programmed or like means of entry (including third party sweepstakes entry services) is prohibited.

Proof of calling the toll-free telephone number does not constitute proof of receipt of call by Sponsor or proof of entry in the Sweepstakes.

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4. RANDOM DRAWING & WINNER NOTIFICATION.

The winners will be selected in a random drawing which will be conducted by Judges on or about June 1, 2020 at 8:00 a.m. Mountain Time (MT). The random drawing will consist of all eligible entries received. (To the extent that survey responses comprising an entry include original content, such content will not be considered as part of the winner selection procedure.)

The potential winners will be notified by phone and may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release⁷ (where lawful) within five (5) business days of date of notification. Failure to timely return the completed and signed Affidavit/Release for any reason (if applicable) or if potential winner cannot be contacted for any reason or, if potential winner is determined by Sponsor/Judges to be ineligible or not in full compliance with these Official Rules, will result in prize forfeiture without compensation and an alternate potential winner will be selected from among all remaining eligible entries received for the random drawing.

5. PRIZES/APPROX. RETAIL VALUE (ARV)

- (a) Grand Prize (1) 50" inch television. ARV: \$295.
- (b) First Prize (1) – Taylormade® golf bag**, ARV: \$165.
- (c) Second Prize (1) – 45 quart rolling cooler. ARV: \$56.75.

Odds of winning a prize are no greater than 1:50, but depend on the total number of eligible entries received.

****Third-party trademark is used herein solely for prize identification purposes. No endorsement, sponsorship, authorization or affiliation with Owens Corning or this Sweepstakes is intended or implied by such use.⁸**

6. PRIZE RESTRICTIONS.

Limit of one prize per family, address or household.

Prize will only be shipped to the winner's residence in Scottsdale, Arizona. All specifics of prizes will be determined by Sponsor including model number (and, for Grand Prize and Second Prize, manufacturer of prize).

SPONSOR MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND (DIRECT OR INDIRECT, EXPRESS OR IMPLIED) REGARDING ANY PRIZE, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR THE INTENDED PURPOSE. THE ONLY WARRANTIES ON A PRIZE – IF ANY – ARE THOSE OF THE MANUFACTURER OF SUCH PRIZE.

Prize must be accepted as awarded. No prize substitution except by Sponsor due to prize unavailability for any reason and only then for prize of equal value. Prize cannot be redeemed or

exchanged by winner for cash. Prize is not transferable without the express written consent of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind.

Winner is solely responsible for all unspecified expenses in conjunction with prize acceptance and use. By way of example only, such expenses include costs of installation of Grand Prize.

All taxes on prize are the winner's sole responsibility. For Grand Prize⁹, Sponsor shall advise the Internal Revenue Service via IRS 1099 Tax Form of winner's receipt of prize and its value; and, winner agrees to fully cooperate with Sponsor as to its fulfillment of such reporting obligation by providing his/her Social Security Number via IRS W9 Tax Form and otherwise.

Images of prizes in Sweepstakes advertising are intended for illustrative purposes only and Sponsor disclaims any and all liability for any deviation of actual prize from such depictions.

7. RELEASES.

By accepting prize, where legal, winner agrees to the use of winner's name, image, photo, likeness, and other indicia of persona/identity for advertising/trade/publicity purposes by Sponsor and its designees without further compensation, notice or approval.

By participating, entrant releases and agrees to hold harmless Owens Corning, its parent company, subsidiaries, affiliates, franchisees, agencies (including Judges), and prize suppliers; their respective directors, officers, employees, shareholders, representatives, successors and assigns, from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity or the acceptance, possession, receipt or use/misuse of prize, if and as applicable.

8. LIMITATIONS OF LIABILITY.

Sponsor and Judges assume no liability or responsibility for late, lost, illegible/garbled, interrupted, inaudible, disconnected, corrupted, incomplete, inaccessible/blocked, jumbled, damaged or misdirected telephone calls or entries (all of which are void); any delay in receipt, irregularity or damage to April 2020 Sweepstakes mailing; or any incomplete, incorrect or inaccurate information, whether caused by tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error; any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of telephone calls/entries; or other technological or programming error, failure or malfunction of any kind. Sponsor disclaims any and all liability for any errors in advertising or offering the Sweepstakes.

Force Majeure. If the Sweepstakes cannot be conducted as originally planned due to any cause beyond Sponsor's control (e.g., computer virus, act of fraud, strike, civil commotion, natural disaster), Sponsor may cancel, suspend, or modify the Sweepstakes (in whole or in part) and select the winners and conduct the Sweepstakes in a manner which is determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be provide via postal mail to all persons who received the April 2020 Sweepstakes mailing from Sponsor.

Sponsor's failure to enforce any provision of these Official Rules in a given circumstance shall NOT function as a waiver of such provision.

Tampering with the Sweepstakes, violation of these Official Rules or any attempt to defraud Sponsor/Sponsor representative (live operator)/Judges in conjunction with the Sweepstakes will result in disqualification from the Sweepstakes (if applicable), prohibition from participating in future sweepstakes/contests/promotions offered by Sponsor and Sponsor may perhaps pursue sanctions against such person to the fullest extent permitted by law.

9. DISPUTE RESOLUTION.

Any dispute or claim regarding the Sweepstakes will be resolved pursuant to laws of the State of Ohio, without regard to conflicts of law principles. All entrants consent to the personal and exclusive jurisdiction of the U.S. District Court for the Northern District of Ohio or Ohio State court in Lucas County, Ohio and waive any right of change of venue, *forum non conveniens* or the like. Entrants further agree, to the fullest extent permitted by law, that any legal action regarding the Sweepstakes will be brought individually (and not as part of a class action) and that their recovery in any such legal action shall be limited to actual out-of-pocket costs incurred in participating in the Sweepstakes (if any), with any right to other damages/relief and attorney's fees being expressly waived.

10. NAME REMOVAL NOTIFICATION. To stop receiving sweepstakes/contest mailings from Owens Corning, call toll-free 1 (844) 622-8458