



## “Share your HotWave Story Sweepstakes” – Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

These are the official rules of the Share Your HotWave Story (the “Sweepstakes”). These rules will be referred to as the “Official Rules” in this document. By submitting an entry, each Entrant agrees to be bound by the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules.

### SPONSOR

Sponsor is Rheem Manufacturing Company, 1100 Abernathy Road, Suite 1400, Atlanta GA 30328, USA (“Sponsor”). The Entrant is providing information to Sponsor. In the event of any violation of these terms, the Sponsor may, in its sole and absolute discretion, disqualify you from the Sweepstakes.

The sweepstakes is also not endorsed, sponsored or administered by Indiegogo. Indiegogo is released from any responsibility to Entrants or participants in the sweepstakes.

### TERMS

The sweepstakes begins 10/27/2020 and ends 11/13/2020 at 11:59:00 p.m. ET (the “Entry Period”). Ten qualified entrants will be randomly selected to receive a \$25 Gift Card. Winners will be contacted after 11/23/2020.

### ELIGIBILITY

The sweepstakes is open only to those “HotWave users” who have been previously identified and contacted by Rheem as part of the HotWave product review program and received an email titled “Share Your HotWave Story” on 10/27/2020. Participants in the sweepstakes are only eligible to enter if they are a legal resident of one of the fifty (50) United States or the District of Columbia (excluding Puerto Rico, Guam, American Samoa, United States territories, possessions, and protectorates, foreign based United States military installations, and wherever restricted or prohibited by law) (the “Territory”) who (a) have reached the legal age of majority in their state/province/territory of residence and are located in the Territory at the time of entry, (b) have internet access and a valid email address that matches Rheem database of HotWave backers who have received the invitation to participate during promotional Entry Period.

Employees of Sponsor, and its subsidiaries and affiliates, and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related are not eligible for entry. Sweepstakes winnings shall be subject to all applicable federal, state, and local laws and regulations and sweepstakes entry is void where prohibited by law.

### HOW TO ENTER

Eligible individuals may enter the Sweepstakes, only if they have proof of receiving an email titled “Share Your HotWave Story” on 10/27/2020, which identifies them as a HotWave Backer, inviting them to consider participating in the sweepstakes. To enter, HotWave users must submit a HotWave product review or testimonial in the form of video (.MOV or .WMV file) between 1 – 7 minutes in length as well as complete the entry contact form found on ([www.rheem.com/innovations/innovation\\_residential/hotwave](http://www.rheem.com/innovations/innovation_residential/hotwave)). All entries, including uploading of video submission files, must be completed at ([www.rheem.com/innovations/innovation\\_residential/hotwave](http://www.rheem.com/innovations/innovation_residential/hotwave)) using the video file uploader tool through ([Dropbox](#)). All entries must adhere to all requirements set forth in these Official Rules. Only online entries submitted through the ([www.rheem.com/innovations/innovation\\_residential/hotwave](http://www.rheem.com/innovations/innovation_residential/hotwave)) in accordance with these Official Rules will be accepted. No emailed, mailed or faxed entries will be accepted. No film, VHS, CD or DVD submissions will be accepted for entry into this Sweepstakes.

### AGREEMENT TO OFFICIAL RULES

Participation in this Sweepstakes constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Sweepstakes. By entering, winners certify that they meet all eligibility requirements. Sponsor reserves the right to disqualify Entrants for failure to comply with these Official Rules in its sole discretion.

**PLEASE READ THE FOLLOWING REQUIREMENTS CAREFULLY. SUBMISSIONS WHICH DO NOT COMPLY WITH THESE REQUIREMENTS OF THE OFFICIAL RULES MAY BE DISQUALIFIED OR NOT FULLY CONSIDERED.**

### ENTRY REQUIREMENTS

- 1) Compliance with Eligibility Requirements above, including email titled “Share Your HotWave Story” received on 10/27/2020.
- 2) No Purchase Necessary
- 3) Entry form and video file must be completed and uploaded in full
- 4) Entries must be submitted through the submission form and video file uploader tool through ([Dropbox](#)) on [www.rheem.com/innovations/innovation\\_residential/hotwave](http://www.rheem.com/innovations/innovation_residential/hotwave)

All entries must be submitted and received by 11/13/2020 at 11:59:00 p.m. ET. Sponsor reserves the right to examine the original source material in order to confirm compliance with these Official Rules.

Limit one entry per HotWave User. Sponsor has no obligation to advise an Entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled, or misdirected entries, which will be disqualified. Receipt of entry will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt. Any automated computer receipt (such as a “thanks for entering” message) does not constitute proof of actual receipt of entry by Sponsor. In the event of a dispute as to any entry, the authorized account holder of the email account used to enter will be deemed to be the Entrant. The “authorized account” holder is the natural person assigned the email account by email. Potential winners may be required to show proof of being the authorized account holder.

All entries must be in keeping with Sponsor’s image and may not be offensive or inappropriate, as determined by Sponsor, in its sole and unfettered discretion. The story must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Sponsor reserves the right, but will not be obligated, to review (or have its designee review) entries for compliance with these Official Rules. Sponsor may disqualify any entry for any reason, as determined by Sponsor in its sole and unfettered discretion, exercised at any time. By entering the Sweepstakes, Entrant represents and warrants that (1) the submitted video testimonial is an original work created solely by the Entrant or contains properly licensed third party materials as required in the “Releases” section below, (2) that the testimonial does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any other person or entity, and (3) that no other party has any right, title, claim, or interest in the testimonial.

### DISQUALIFICATION

Any effort by an Entrant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses will disqualify that Entrant. Entrants who disregard these Official Rules are not eligible to participate or win.

### RELEASES

If the entry contains any material or elements that are not owned by the Entrant, such as photos, and/or which are subject to the rights of third parties, and/or if any persons appear in the entry, the Entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the exhibition and use of the



## “Share your HotWave Story Sweepstakes” – Official Rules *Continued*

entry in the manner set forth in these Official Rules, without additional compensation. If any person appearing in any entry is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Upon Sponsor's request, each Entrant must be prepared to provide (*within two (2) calendar days of notification of winning*) a signed release from all persons who appear in the video testimonial and/or from the owner of any material that appears in the entry, authorizing Sponsor and its licensees (“**Authorized Parties**”) to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

### **SWEEPSTAKES PRIZES**

10 Hot Wave “users” will be selected at random from within the pool of qualified entrants. Each of the 10 winners selected by chance, will be awarded (one) **\$100.00** Gift Card. 10 total gift cards at **\$100.00** ARV per person is a total prize pool of **\$1,000.00**.

Sponsor makes no warranties, representations or guarantees relative to any prize, and disclaims all liability for the provision, use, quality or nature of any third-party product or service provided to the prize winner. Prize winner is responsible for all taxes resulting from acceptance and use of the prize, and all costs and expenses not specified as part of the prize.

### **WINNER SELECTION**

Sweepstakes winners (10) will be selected randomly under the supervision of Rheem. Every entry that Rheem deems appropriate and that meets guidelines will be eligible. Odds of winning prizes are based on the number of eligible entries. Winners will be notified by email within seven days following selection of Winners. Rheem shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Rheem's sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

### **RIGHT GRANTED BY YOU (ENTRANT):**

By entering the HotWave Backer Testimonial Sweepstakes, each Entrant grants to Sponsor an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of his/her entry, name and likeness, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; publication of a book featuring select Entries; publication in Sponsor's publications or online highlighting entries or the winner across digital media and social media platforms, not limited to Facebook, Twitter, LinkedIn, YouTube and/or Instagram, company internal communications and external advertising and media platforms. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the Entrant's “moral rights” in their entries. Display or publication of any entry on an Authorized Party's website does not indicate the Entrant will be selected as a semi-finalist or winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each Entrant grants to Authorized Parties

the unrestricted right to use all statements made in connection with the Video Testimonial entry and sweepstakes, and pictures or likenesses of Entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. The winners agree to release the use of any imagery, likeness, photos, and/or quotes being captured and used for promotional needs if appropriate.

### **LIMITATION OF LIABILITY**

By entering this Share Your HotWave Story Sweepstakes, each Entrant agrees to release, discharge, and hold harmless Sponsor, and their respective partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of Entrant's participation in this Sweepstakes or any related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder. Sponsor assumes no liability for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to Entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Sweepstakes.

### **CONDITIONS**

Entrants agree that this Sweepstakes shall be subject to and governed by the laws of the state of Georgia and the forum for any dispute shall be in the state of Georgia, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Sweepstakes are hereby excluded and each Entrant expressly waives any and all such rights. Certain restrictions may apply. By entering, Entrants also agree that the decisions of the judges, Administrator, and fan votes are final and binding with respect to all matters relating to the Sweepstakes.

### **RIGHT TO CANCEL OR SUSPEND CONTEST**

Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who violate the Official Rules, and/or to cancel, terminate, modify, or suspend the Contest.

### **WINNERS LIST**

Entrants are responsible for complying with these Official Rules. Winner's name will be available online at [www.rheem.com/innovations/innovation\\_residential/hotwave](http://www.rheem.com/innovations/innovation_residential/hotwave) and any or all social media platform the Sponsor deems appropriate including Facebook, LinkedIn, Instagram, YouTube and Twitter.

### **DATA PRIVACY**

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor or Administrator in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to Rheem Manufacturing Company, 1100 Abernathy Road, Suite 1400 Atlanta, GA 30328. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.