JOHNSON CONTROLS, INC.
DUCTED SYSTEMS GROUP ROOFTOP ROADSHOW GIVEAWAY
Official Rules

• NO PURCHASE NECESSARY TO ENTER OR WIN; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
• VOID WHERE PROHIBITED BY LAW.
• AFFIDAVIT OF ELIGIBILITY, RELEASE OF LIABILITY & PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.
• BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU, A CLASS ACTION WAIVER, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Sponsor: Johnson Controls, Inc. Ducted Systems Group, 5005 York Drive, Norman, OK 73069.

2. ELIGIBILITY. Johnson Controls, Inc. Ducted Systems Group Rooftop Roadshow Giveaway (the “Promotion”) is only open to entrants who, as of the entry date, are contractor and engineer guests of a Johnson Controls Ducted Systems channel partner, are legal residents of the fifty (50) United States or the District of Columbia and who are at least eighteen (18) years old. The Promotion is void outside the fifty (50) United States and the District of Columbia; and where prohibited or restricted by law. Employees, officers and directors of Sponsor and its parents, subsidiaries, affiliates, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter.

3. HOW TO ENTER. Sponsor will receive one entry per person upon check in at the registration booth at each Rooftop Roadshow event as detailed on the event registration website www.tempmaster-hvac.com/gameon (“Event Schedule”). Entries that are lost, late, incomplete, illegible, corrupted, mechanically reproduced, falsified, mutilated, damaged, altered or otherwise irregular, misdirected entries, or entries not received for any other reason will be void and disqualified at Sponsor’s sole and absolute discretion. The information you provide will be used consistent with Sponsor’s Privacy Policy available at www.johnsoncontrols.com/legal/privacy.

a. FOR ALL ENTRIES: LIMIT: One (1) entry per person. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. By participating in the Promotion, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all respects.

4. DRAWING; ODDS; NOTIFICATION. Sponsor will randomly select one (1) potential winner from all eligible entries received for each event in accordance with the Event Schedule and Entry Period. Odds of winning a prize depend on the number of eligible entries received. The entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified in person at the raffle drawing. Except where prohibited by law, the potential winner will be required to execute and return to Sponsor an acknowledgement in order to claim his/her prize. The acknowledgement must be returned to Sponsor by the date and/or time indicated within the acknowledgement. If the potential winner cannot be contacted within 10 minutes of the first attempt to contact him/her, or if the potential winner fails to return the acknowledgement within the specified time, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner selected by Sponsor in his/her place at random from among all eligible non-winning entries received for the Promotion.

5. PRIZE. A total of Six (6) prizes will be awarded per the Event Schedule. The prize consists of and is limited to a ticket distributor gift card. Approximate

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retail value (“ARV”) of the prize is $500 US dollars. Prize must be accepted as awarded, and prize is awarded “AS IS” with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment or transfer of prize is permitted, except by Sponsor, who reserves the right to substitute the prize with another prize of greater or equal value, including cash. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize receipt and use, including, without limitation, all federal, state and local taxes on the prize.

6. PUBLICITY. Except where prohibited by law, participation in the Promotion constitutes winner’s consent to Sponsor’s use of winner’s name, biography, likeness, voice, photographs, video, opinions, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration or consent.

7. GENERAL CONDITIONS. ENTRANTS’ AGREEMENT TO ABIDE BY OFFICIAL RULES: By entering, entrant agrees that s/he has read, accepted, and will abide by and be bound by these Official Rules and agrees that any dispute with regard to the conduct of this Promotion, rule interpretation, or the awarding of a prize shall be submitted to Sponsor, whose decision shall be binding and final.

RELEASE OF LIABILITY: By entering, entrant agrees to release and hold harmless Sponsor and its dealers and retailers, affiliates, sales representatives, agencies, wholesalers, distributors and promotional and other vendor agencies involved in the Promotions, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations (“Releasees”) from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in any Promotion-related activity, or participation in the Promotion.

LIMITATION OF LIABILITY: Releasees are not responsible for, and each entrant releases and holds harmless, the Releasees from and against any and all losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with, a prize or any portion thereof or this Promotion. Without limiting the generality of the foregoing, the Releasees will not be responsible for any typographical or other error in the printed or other related material related of this Promotion, the administration of the Promotion, the selection of entrants, in the announcement of the prizes, including erroneous appearance of qualification for a prize, any entries or entrants disqualified for any of the reasons stated in these Official Rules, or any loss, damage or claims caused by, or in any way related to a prize or the Promotion itself.

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY SUCH PERSON FROM THIS AND FUTURE PROMOTION.

DISPUTES REGARDING THE IDENTITY OF ENTRANT: Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the selected entrant may be required to provide proof that s/he is the authorized holder of the identified e-mail account.

CHANGES TO PROMOTION, OFFICIAL RULES, ETC.: Under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Promotion, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Promotion as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Promotion, or the integrity and/or feasibility of the Promotion is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial/territorial or local government law, order or regulation, order of any
court or jurisdiction, Sponsor shall have the right, but not the obligation, in its sole and absolute discretion, to award the prizes from among all entries received to date.

**DISPUTES/CHOICE OF LAW:** Each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in Wisconsin; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys’ fees, and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and the Sponsor in connection with this Promotion shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules or provisions OF any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.

**RULES GOVERN:** The Promotions will be run in accordance with these Official Rules, which shall prevail, govern, and control in the event of any inconsistency with any Promotion-related materials.

**PRIVACY:** Personally identifiable information that is submitted by entrants as part of this Promotion will be used to administer the Promotions, to select the prize winners, and to fulfill the prizes, and will be treated in accordance with Sponsor’s Privacy Policy available at [www.johnsoncontrols.com/legal/privacy](http://www.johnsoncontrols.com/legal/privacy)

**WINNERS’ LIST:** For the name of the winners, send a self-addressed stamped envelope by November 30, 2020 to: Winner’s List – Johnson Controls, Inc. Ducted Systems Group Rooftop Roadshow Promotion Attn: Marketing, 5005 York Drive, Norman, OK 73069.

**11. OFFICIAL RULES.** These Official Rules are available at [www.tempmaster-hvac.com/gameon](http://www.tempmaster-hvac.com/gameon)

**13. SPONSOR.** The sponsor of the Promotion and the address at which the Sponsor may be contacted is Johnson Controls, 5005 York Drive, Norman, OK 73069

**NOTE:** Neither Johnson Controls or the Rooftop Roadshow are affiliated with or sponsored by Ticketmaster.