

Official Terms and Conditions of RapidMaterials Get to Know Your Customers Day Giveaway, effective January 21, 2021.

NOTICE REGARDING DISPUTE RESOLUTION: These official rules contain terms that govern how claims between you and RapidMaterials, relating to your participation in the Get to Know Your Customers Day Giveaway, will be resolved.

No purchase or payment of any kind is necessary to enter or win. A purchase or payment will not increase the chances of winning.

RapidMaterials is an online retailer for metal roofing and cladding tools, materials, and attachments. RapidMaterials occasionally hosts competitions, giveaways and promotions. By entering a competition, giveaway or promotional event run by RapidMaterials you agree to the Terms & Conditions below.

All giveaway entries have an equal chance of winning. There are many laws in place to protect participants and ensure the giveaway proceedings are fair. Before entering, please enjoy these long, detailed Official Rules, which provide the general terms and conditions applicable to all competitions, giveaways, and promotions hosted by RapidMaterials.

To be eligible to enter the Get to Know Your Customers Giveaway or be awarded the prizes(s) identified, a Participant must fully comply with the Official Rules. Entry into the giveaway constitutes Participant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters relating to the giveaway. The giveaway is subject to all applicable international, federal, state, and local laws and regulations and is void where prohibited.

1. **Eligibility:** Entry is only open to individuals who (i) are at least 18 years of age or older at time of entry; (ii) are NOT in one or more of the "Prohibited Persons" categories listed in Section 1(A), below; and (iii) are legal residents of the United States or another country that is NOT listed as "Prohibited Jurisdiction," in Section 1(B), below. Any entry submitted by any ineligible person(s) will be void.

A) **Prohibited Persons.** The following individuals are not eligible to enter or win the giveaway:

(i) Employees, officers, and/or directors of any of the following: (a) RapidMaterials; (b) Any individual connected in any way to the setup and implementation of the giveaway

(ii) RapidMaterials' immediate family members (meaning, spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and/or those living in the same household as employees or connected to the giveaway (whether or not related) are not eligible to enter or win.

(B) **Prohibited Jurisdictions:** All countries on the United States 'list of embargoed countries (which you can find here), Afghanistan, Bahamas, Belgium, Belize, Bolivia, the province of Quebec (Canada), Cambodia, Chad, China, Colombia, Cuba, Dominican Republic, Ecuador, Egypt, El Salvador, Ghana, Guatemala, Guinea, Haiti, Honduras, Iran, Iraq, Italy, Jamaica, Lebanon, Mali, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Peru, Singapore, Somalia, Sudan, Syria, Tanzania (the United Republic of), Thailand, Trinidad

and Tobago, Tunisia, Turkey, Uganda, Ukraine, Venezuela, Yemen, Zimbabwe, and any other country where local laws would prohibit the provision of or entry into an Experience.

2. How to Enter: The RapidMaterials Get to Know Your Customers Giveaway will open Thursday, January 21st, 2021 and conclude Thursday, February 11th, 2021 (the “**Entry Period**”). RapidMaterials must receive all entries before the Entry Period end time/date to be valid. RapidMaterials will be the official timekeeper for the giveaway.

(A) The Get to Know Your Customers Giveaway entries will only be accepted via the official online entry form:

(i) Visit the entry link, complete all fields within the form, and attach a personal photo or video of a RapidMaterials product and/or a project completed with a RapidMaterials product. Upon RapidMaterials receipt of a completed entry form, participants will automatically receive entries and be entered for a chance to win the prize. The number of entries awarded may correspond to the number of various tool photos and videos provided. Individuals may enter as many times as desired, but must meet the requirements for each giveaway entry.

(B) **Entry Limitations and Restrictions:** Only fully completed entries submitted during the Entry Period and received by Sponsor are eligible. Any incomplete, illegible, corrupted, or untimely entries are also void and ineligible to win. Proof of submission will not be deemed to be proof of receipt by RapidMaterials. To receive valid entries, at the time of submission, Participant must provide a valid email address for which the Participant is the authorized owner. The “authorized participant” is the natural person assigned an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential Winners and/or Winners (as those terms are defined below) may be required to show proof of being the authorized account holder. Any Entries connected to an invalid, non-working, or inactive email address, or linked to an authorized account holder other than Participant, are void and ineligible to win. RapidMaterials is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, or for other submission problems of any kind, whether caused mechanical, human or electronic, all of which are void and ineligible to win. Additionally, RapidMaterials is not responsible for any telephone, electronic, hardware, software, network, Internet, or computer malfunctions, failures, or difficulties.

(C) There is no Entry Limit for the Get to Know Your Customers Day Giveaway. Each unique tool referenced with a photo or video will account for a single entry. For example, a submission of photo of Tool A with a completed project photo by Tool A will account as one (1) entry. A submission of a photo of Tool A and a photo of Tool B will account as two (2) entries.

(D) One Valid Email Address per Participant. Multiple Participants may not share the same email address. Using multiple email addresses, identities, address, logins, devices, or any other tactics used in an effort to receive duplicate entries, is strictly prohibited and will void **all** entries for that Participant and may result in disqualification of Participant from all future competitions, promotions, and giveaways, at RapidMaterials’ discretion.

3. Entry Conditions and Release: As a condition of entering any Experience, Participant expressly:

(A) Consents to receive information or promotional materials from RapidMaterials, or any of the other Experience Partners, via email and/or mail;

(B) Represents and warrants that (s)he agrees to be bound by these Official Rules and decisions of RapidMaterials, which will be binding and final in all matters relating to the giveaway;

(C) Releases the RapidMaterials from all liability, loss or damage or expense arising out of or in connection with participation in the giveaway or the acceptance, use, or misuse of any Prizes;

(D) Knowingly and expressly waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased;

(E) Agrees that all claims, disputes, or causes of action arising out of or connected with any Experience, or any Prizes awarded, shall be individually resolved in binding arbitration, per Section 13, without resort to any form of class or representative action;

(F) Agrees that any and all claims, judgments, and awards, if permitted to proceed, will be limited to Participant's actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

Some jurisdictions do not allow the limitations or exclusion of liability set forth above in Section 3. So some of the provisions contained in this section may not apply to every Participant.

4. Winner Drawings: The potential winner of the giveaway (the "**Potential Winner**") will be randomly drawn from among all eligible entries received. The drawing will occur on or around the end of the Entry Period or as specified within the official rules. RapidMaterials will conduct the drawing and awarding of the Prize. Once confirmed and verified, the giveaway winner is referred to herein as a "**Winner**." The odds of winning depend on the number of eligible entries received during the Entry Period.

5. Prize winner notification Process: Potential Winners will be contacted using the email address used to enter the Experience. **Potential Winners must respond to the initial winner notification email within 7 days of it being sent or some other time frame indicated in the official winner notification email.** If a Potential Winner fails to respond to the notification email within the stated period, Potential Winner may be disqualified and, in such instances, will forfeit any claim to any of the Prizes(s). Potential Winners may be named, tagged, or otherwise identified on RapidMaterials' Website, RapidMaterials other promotional materials, and/or on RapidMaterials' social media pages.

6. Confirmation and Verification of Potential Winners: A Potential Winner will only be confirmed as the winner eligible to receive the Prize after RapidMaterials has completed verification of Potential Winner's eligibility to win and confirmed Potential Winner's compliance with the terms of these Official Rules. (A verified and confirmed Potential Winner is referred to herein as a "**Winner**"). Winners must be willing and able to claim and/or accept the Prizes(s) in full in the period specified by RapidMaterials. Potential Winners are subject to confirmation and verification by RapidMaterials, by whatever means RapidMaterials shall deem appropriate. To be verified and confirmed, a Potential Winner must comply with all terms and conditions of these

Official Rules and fulfill all requirements. RapidMaterials' decisions are final and binding in all matters related to the administration, operation, drawing, verification of the Winner, and all issues related to the giveaway.

7. PRIZE WINNER DISQUALIFICATION: Reasons a Participant, Potential Winner and/or Winner may be ineligible to receive the Prizes and/or disqualified include, but are not limited to: (i) failures to meet all of the eligibility requirements stated in the Official Rules, (ii) failures to abide by these Official Rules, or other instructions of RapidMaterials, (iii) failure to provide valid email at the time of entry, (iv) failure to timely respond to Winner notification or any other request from Sponsor, (v) the provision of false, incomplete and/or misleading information to or about Sponsor or any of the other Experience Partners, (vi) the commission of any fraud or deception in connection with any Experience, use of the Website, and/or relationship with Sponsor, (viii) acting in an obnoxious, threatening, abusive, or harassing manner, at any time before or during the awarding of the Prize, in whole or in part; (ix) Winner's inability to timely accept the Prizes for any reason (x) the inability of Sponsor to timely award or otherwise fulfill the Prizes, due to circumstances beyond Sponsor's reasonable control, including legal restrictions, Acts of God, natural disasters, pandemics/epidemics, terrorism, weather.

If a Potential Winner or Winner is determined to be ineligible and/or disqualified, an alternate Potential Winner may be randomly drawn from among the remaining eligible entries. Any alternate Potential Winner will be notified as per the procedures outlined in the Official Rules (time permitting). RapidMaterials reserves the right to modify the Winner notification and/or confirmation and verification procedures connected with the drawing of an alternate Potential Winner, if any.

If a Winner chooses to reject or otherwise forfeits some or all of the Prizes, RapidMaterials shall have no obligation to award the abandoned or unclaimed portion of any Prizes to an alternate winner.

8. Prizes: Subject to any restrictions expressly stated in the Official Rules, Winners will receive the Prizes(s) identified). RapidMaterials shall solely determine the specifics of all elements of all Prizes (including timing for fulfillment of Prizes). The approximate retail value of any Prize will be specified in the Experience Rules. Winners are responsible for ensuring they timely and fully accept the Prize at the specified Prize location(s) and within the specified Prize fulfillment period.

Unless explicitly stated otherwise, all Prizes are awarded as is, without any representations or warranties, and cannot be transferred, sold, substituted, or redeemed for cash by Participant. RapidMaterials reserves the right to substitute a prize of comparable or greater value in RapidMaterials' sole discretion. Prize may be subject to availability restrictions in certain jurisdictions based on licensing, import, or distribution regulations or other legal restrictions. In such circumstances, no cash alternative to the prizes will be offered.

All Winners are entitled to refuse to accept any Prize that they are eligible to receive and, in such instances, will be deemed to have forfeited the Prize. If Winner is deemed to have forfeited a Prize, in whole or in part, Winner will not be entitled to any alternate Prize or other compensation of any kind.

9. Publicity: Except where prohibited by law, acceptance of any Prize also constitutes Winner's express agreement and consent for RapidMaterials, and those acting under RapidMaterials' authority, to use Winner's name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Winner regarding the Experience, Prize, and/or any of the Experience

Partners, worldwide and in-perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of RapidMaterials, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Any Winner can object to such publicity by contacting RapidMaterials at info@rapidmaterials.com.

10. General Conditions: RapidMaterials reserves the right to cancel, suspend, and/or modify the giveaway, in whole or in part, due to any fraud, bugs, virus, technical failures, changes in the law, or any other factor beyond Sponsor's reasonable control that impairs the integrity or proper functioning of the giveaway, as determined by RapidMaterials. RapidMaterials reserves the right, in its sole discretion, to disqualify any individual tampering, or attempting to tamper, with the administration and/or operation of any giveaway, including without limitations the entry process or the Prize Winner draw process. If RapidMaterials determines, in its sole discretion, that the integrity or viability of the giveaway is compromised, RapidMaterials reserves the right to void any entry at issue and/or terminate the relevant portion of an Experience, including the entire Experience.

WARNING: PERSON WHO DELIBERATELY UNDERMINES, OR ATTEMPTS TO UNDERMINE, THE LEGITIMATE OPERATION OF THE PROMOTION WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CRIMINAL AND CIVIL PROSECUTION AND PENALTIES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERMS OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

11. INDEMNIFICATION: As a condition of entry, each Participant agrees to defend, indemnify, release and hold harmless RapidMaterials, and their respective parent, subsidiary, and affiliated companies, and any other person or organization responsible for sponsoring, fulfilling, administering, advertising or promoting the giveaway and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "**Released Parties**") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in an Experience, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry.

12. Limitations of Liability: The Released Parties are not responsible and will have no obligation or liability resulting from: (i) a Participant's entry or attempt to participate in the giveaway, (ii) incorrect or incomplete information, whether caused by a Participant, technical errors or by any of the equipment or programming associated with or utilized in the giveaway, (iii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iv) unauthorized human intervention in any part of the entry process or the giveaway; (v) technical or human error in the administration of the giveaway or the processing of registrations, (vi) entries, Prize claims or Prize notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (vii) Participants who have committed fraud or deception in entering or participating in the giveaway or claiming the

Prize, (viii) an inability of the Winner to accept the Prize for any reason; (ix) an inability to fulfill or award a Prize due to delays or interruptions due to Acts of God, natural disasters, pandemics/epidemics, terrorism, weather or any other similar event beyond RapidMaterials' reasonable control; or (x) any damages, injuries or losses of any kind caused by any Prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or resulting from participating in the giveaway or any promotion or Prize related activities. If for any reason, a Participant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another entry in an Experience.

13. Governing Law: All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of Participants and Sponsor in connection with an Experience, shall be governed by, and construed in accordance with, United States federal law and the laws of the State of Georgia, without giving effect to the conflict of laws rules thereof.

14. Participant's Personal Information: Information collected from Participants is subject to the Sponsor's Privacy Policy, available at <https://www.rapidmaterials.com/about-us/policies>.

15. Sponsor: RapidMaterials, 8050 Troon Circle, Austell, GA 30168.
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