## THE HVAC ENTREPRENEUR RECRUITMENT (HER) CONTEST OFFICIAL RULES

1. DESCRIPTION: The HVAC Entrepreneur Recruitment (HER) Contest (the "Contest") begins at 12:01 a.m. Eastern Time ("ET") on October 6, 2022 and ends at 5:00 p.m. ET January 31, 2023 (the "Contest Period"). By participating in the Contest, you unconditionally accept and agree to comply with and abide by these Official Rules, the Terms and Conditions of Use and Privacy Policy of the Website, and the decisions of Sponsor (as defined below), which shall be final and binding in all respects. To the extent the Terms and Conditions of Use or Privacy Policy of the Website and of these Official Rules conflict, the terms and conditions of these Official Rules conflict, the terms and conditions of these Official Rules conflict.

2. SPONSOR: The Contest is sponsored by One Hour Air Conditioning Franchising SPE LLC, 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046 (referred to herein as "Sponsor").

3. ELIGIBILITY: Open to women (i) holding active HVAC license and certification in the state in which they operate their franchise business or (ii) wishing to obtain an HVAC license and certification in a state in which they wish to operate a franchise business. Contestant may elect to choose one of the following business types depending on their current business ownership status: (a) a startup business for a Contestant starting a new HVAC business or (b) a Conversion business for a contestant who owns 51% or more of an existing HVAC business as of October 6, 2022 and can submit documentation evidencing such ownership interest (along with documentation evidencing the ownership of the remaining 49% and such related business partner(s)). In determining whether an individual qualifies, Sponsor may be guided by the definitions used by applicable United States government offices, but the decision remains that of Sponsor. Contestant must be at least 18 years of age or older as of the start of the Contest Period. Contestants will be required to provide evidence of eligibility. If selected the winner, the Contestant must be willing and able to attend and successfully complete the One Hour Heating and Air Conditioning Training Program by July 31, 2023. Contestant may not be a current owner in any franchised business offered by Authority Brands, Inc. or its affiliates under any of its brands.

The Contest is void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories, and possessions, and wherever else restricted or prohibited by law. Subject to all applicable federal, state, and local laws and regulations.

4. HOW TO ENTER: Online entries only. Only one (1) Submission per natural person. There is one (1) way to enter online during the Contest Period:

• On Our Website: Go to our website: <u>https://marketing.onehourheatandair.com/oha-her-contest-1</u> and complete the information in above the "Submit Information" button. Thereafter, you will receive an email containing a more detailed Entry Application Form. Please complete both the information requested on the website and on the Entry Application Form. Please return the Entry Application Form to <u>mhutchins@authoritybrandsllc.com</u>. Together, the completed online form and the Entry Application Form shall constitute the Contestant's entry to the Contest ("Submission").

All information provided, including contact information, must be current and valid. Incomplete Submissions, including but not limited to those Submissions that do not meet the requirements specified in these Official Rules, will not be eligible for the next round. Submissions will be deemed to have been submitted by the Authorized Account Holder of the e-mail address submitted at time of Submission (each, a "Contestant"). "Authorized Account Holder" is defined as the natural person who is assigned to an e-

mail address by an Internet access provider, online service provider, or other organization (such as a business or educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute over the ownership of an e-mail address, prize will be awarded to the Authorized Account Holder of the designated e-mail address. You agree that once you submit your Submission, it becomes the property of Sponsor.

All Submissions must be received by the Contest end date and time according to the computer time on Sponsor's server. No hand or mail-in deliveries will be accepted. Sponsor is not responsible for late, incomplete, void, corrupted, garbled, misdirected, or otherwise unintelligible Submissions and for any problems, bugs or malfunctions Contestants may encounter when submitting their Submissions. Incomplete, garbled, corrupted or otherwise illegible Submissions are void and will not be accepted. Sponsor reserves the right to disqualify any Contestant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules. Entries generated by a script, bot, macro or other automated means will be disqualified.

5. JUDGING ROUNDS AND NOTIFICATION: There will be several rounds of judging.

• Round One: Application Review. All Submissions will be reviewed to ensure the entries meet with the Contest eligibility requirements prior to any judging ("Qualified Submissions").

 Round Two: Each Contestant who submitted a Qualified Submission will be contacted by telephone or email by a One Hour Heating and Air Conditioning Franchise Development Manager ("FDM") using the telephone number and email address provided in the Entry Application Form. Contestant will be required to return the FDM's call and submit to a phone interview. If Contestant cannot be reached, does not meet the Contest eligibility criteria, fails to return the FDM's call or submit to a phone interview in a timely manner as required by these Official Rules, Contestant will be disgualified. The phone interview will last approximately 15 to 60 minutes, in FDM's sole discretion. FDM will provide Contestant with an overview of the One Hour Heating and Air Conditioning franchised business and will be available to answer Contestant's questions. FDM will ask Contestant a series of questions relating to Contestant's geographic location, experience, skills, passion for travel and interest in (and ability to commit to) operating a One Hour Heating and Air Conditioning franchised business. The FDM will also complete a full business disclosure and provide Contestant with Sponsor's Franchise Disclosure Document ("FDD"). Upon conclusion of the phone interview, Contestant will let FDM know whether Contestant is interested in moving forward to the next round in the Contest based on the information provided. If Contestant states that Contestant is not interested, or if Contestant does not meet the Contest eligibility requirements, Contestant will not move to the next round of judging and will forfeit any chance to win the Prize. Please note a Contestant is considered based on Contestant's qualifications, not on Contestant's current geographic location.

All FDMs that participated in the telephone interview will collaborate to select Contestants to move to the third round ("Semi-Finalists") based on the following criteria, from among all the eligible Contestants who submitted to a phone interview and expressed an interest in moving forward:

- Level of interest and general industry experience (50 points)
- Geographic location (30 points)
- Business Acumen (20 points)

A representative of Sponsor or the FDM will notify Semi-Finalists by phone or email, in Sponsor's discretion ("Notification") on or before March 1, 2023. The number of Semi-Finalists will depend on the number of qualified and eligible Contestants.

• Round Three: Submission of a Contestant Profile. Semi-Finalists will be asked to participate in a final round of judging. Semi-Finalists will participate in a video meeting which will last 30 to 60 minutes at the sole discretion of the judging panel. Upon conclusion of the interview, Semi-Finalists will be judged and scored by a panel of three (3) qualified judges from Sponsor's leadership team according to the following criteria:

- Level of Commitment to, and understanding of, the One Hour Heating and Air Conditioning Franchised Business (30 points)
- Skills and Business Knowledge (30 points)
- Clarity and Relevance of Responses (20 points)
- Enthusiasm 20 points)

In the event of a tie, the tying entries will be re-judged and re-scored to determine one (1) winner from the Semi-Finalists. Semi-Finalists' last name and first initial, hometown, and Submissions may be announced and posted on Sponsor's and affiliates' websites and/or Facebook page.

Winner: On or about March 1, 2023 (date subject to change), the Winner from the Semi-Finalists will be notified by phone or email message at the sole discretion of Sponsor or Sponsor's representative. The Winner will be required to respond (as directed) to a phone and/or e-mail notification within 72 hours of attempted notification. The failure to respond timely to the notification may result in forfeiture of any prize; and, in such case, Sponsor may choose the next highest scoring Semi-Finalist from among the remaining eligible Submissions. The Winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit") and any other documents Sponsor or Sponsor's representative may require (including a Franchise Agreement). Failure to timely return a signed Affidavit or other required documents or the return of any prize notification as undeliverable will result in Prize forfeiture. An alternate Semi-Finalist may be selected from the next highest scoring Submissions (up to 3 times), if a Winner: (i) cannot be reached; (ii) fails to obtain all signatures on the Affidavit and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason. Assumed notification by caller ID and any subsequent returned calls do not constitute a winner. In accordance with Section 12, Sponsor reserves the right to select no Winner to this Contest.

The Winner may be announced on Sponsor's website(s) and social media pages, affiliated web pages and/or publications on or around March 8, 2023 (date subject to change).

6. SUBMISSIONS GUIDELINES: Submissions must be entirely your own work. Sponsor reserves the right to request proof of any licenses or certifications you hold, in a form acceptable to Sponsor from any Contestant at any time. By submitting a Submission, Contestant warrants and represents that he/she consents to the submission and use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Website. Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion. If, in the sole discretion of Sponsor, your Submission constitutes copyright infringement, the Submission will be disqualified. Contestants

agree to indemnify Sponsor, Sponsor and its officers, directors, employees and agents against any and all claims from any third party for any use of Submission by Sponsor.

7. PRIZE:

• One (1) Grand Prize consisting of one (1) Franchise Fee for starting a One Hour Heating and Air Conditioning Franchised Business in any state within the United States of America excluding the states of Florida and Washington; plus the waiver of New Franchise initial training fee with the training to be completed by July 31, 2023 (total prize approximate value up to \$43,000).

Federal and state income taxes may apply and are the sole responsibility of the Winner. Winner may be issued an IRS Form 1099 for the ARV of any awarded Prize. Prize must be redeemed in its entirety and may not be redeemed in portion(s). If a Winner is unable to participate in or accept the prize or any portion of the prize for any reason (including attending one of Sponsor's Training Programs), Prize shall be forfeited, and Sponsor shall have no further obligation to the Winner. Actual value of travel prizes may vary. All fees, costs and expenses not specifically stated as being included are excluded, and are the responsibility of the Winner, including without limitation costs and expenses related to the opening and ongoing operation of a One Hour Heating and Air Conditioning Franchised Business (including but not limited to marketing and promotion, office and computer set-up, business filing fees, royalties, service truck, annual service fees and liability insurance); meals, ground transportation, gratuities, incidental hotel expenses, excess baggage charges, and airline upgrades related to the Winner's traveling to attend the required training prior to opening of the One Hour Heating and Air franchise; and any and all federal, state, and local taxes on the Prize, including special airport taxes and fees. Winner is responsible for obtaining travel insurance (and all other forms of insurance) that Winner may wish to obtain (at Winner's own expense) and hereby acknowledge that Promotion Parties will not obtain or provide travel insurance or any other form of insurance. Any and all activities related to the Prize are at the Winner's own risk and subject to whatever restrictions are imposed by the entities that govern such activities. Winner will not receive cash or any other form of compensation. No assignment, transfer, cash redemption or substitution of Prize is permitted, but Sponsor reserves the right to substitute a prize for one of comparable or greater value should Prize become impracticable to award or unavailable for any reason. The Training Program must be completed by July 31, 2023.

8. LICENSE: By entering the Contest, Contestants hereby grant Sponsor and its respective affiliates, successors, assigns and licensees a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, distribute, perform, publicly perform, and display their Submission, in any and all media, in whatever form, for any legal purposes whatsoever now known or hereinafter becomes known. Each Contestant irrevocably waives any and all so-called moral rights they may have in the Submission(s) submitted by her.

9. PUBLICITY RELEASE: By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between or among Sponsor and any Contestant in or Selected Contestant of the Contest, each Contestant irrevocably grants the Sponsor, Sponsor's affiliates and their respective successors, assigns and licensees, the right and license to use such Contestant's Submission, name, photograph, likeness, biographical information, and any individual(s) participating in the Submission, in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the Contest

or other promotions, and hereby release the Sponsor and Sponsor's affiliates from any liability with respect thereto, unless prohibited by law.

10.NATURE OF RELATIONSHIP / WAIVER OF EQUITABLE RELIEF: Each Contestant hereby acknowledges and agrees that the relationship between the Contestant and the Sponsor is not a confidential, fiduciary, or other special relationship, and that the Contestant's decision to provide the Contestant's Submission to Sponsor for purposes of the Contest does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Contestant's Submission. Each Contestant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Contestant's copyright in and to the Submission. Finally, each Contestant acknowledges that, with respect to any claim by Contestant relating to or arising out of any Sponsor actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Contestant will not be irreparable or otherwise sufficient to entitle such Contestant to seek injunctive or other equitable relief in any way.

11.PRIVACY POLICY: By entering this Contest, each Contestant acknowledges that her first name, last initial and hometown may be announced online. Contestant further hereby acknowledges and agrees that the Contestant has read and consents to Sponsor's privacy policy found at https://www.onehourheatandair.com/privacy-policy/.

Each Contestant further acknowledges that if Contestant is chosen as an actual Prize recipient, certain of Contestant's identifying information may be disclosed to third parties (at least as required by law), including, without limitation, on an online page listing prize recipient(s).

12.GENERAL CONDITIONS. Contest is subject to these Official Rules. By participating, Contestants agree: (i) to be bound by these complete Official Rules and the decisions of Sponsor which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. By accepting a prize, Winner agrees to release Sponsor, including its parent, subsidiary and affiliated entities together with the respective directors, employees, officers, licensees, licensors, assigns and agents, and respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Contest (collectively, the "Releasees") from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of Prize or participation in any Prize-related activities. Releases shall not be liable for: (i) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iii) any injuries, losses or damages of any kind, including death caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Contest; or (iv) any printing, typographical, administrative or technological errors in any materials associated with the Contest. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest ("Release"). This Release does not apply to any rights or remedies Contestant may have under any state or federal franchise laws. Sponsor reserves the right to cancel or suspend the Contest or identify no Contestant as a Winner, in its sole discretion, or due to circumstances beyond its control, including natural disasters. Submissions will not be returned and may be destroyed. Sponsor may prohibit a Contestant from participating in the Contest or winning a prize if, in its sole discretion, it determines such

Contestant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or any other unfair playing practices of intending to annoy, abuse, threaten, undermine or harass any other Contestants or Sponsor's representatives. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Contest. Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor may prohibit a Contestant from participating in the Contest or winning prize if, in its sole discretion, it determines such Contestant is attempting to undermine the legitimate operation of the Contest in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Contestants or Sponsor's representatives. Use of automated entry devices or programs is prohibited. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. This Contest shall be governed by Maryland state law. By participating in this Contest, Contestants agree that Maryland courts shall have jurisdiction over any dispute or litigation arising from or relating to this Contest.

13. WINNERS LIST/OFFICIAL RULES: To obtain a copy of a winners list, send a self-addressed, stamped envelope to One Hour Air Conditioning Franchising SPE LLC, 7120 Samuel Morse Drive, Suite 300, Columbia MD 21046. All such requests must be received no later than ninety (90) calendar days from the end of the Contest Period.