

The following Contest is intended for participants in the Washington State only and will be governed by the laws of the Washington. Do not enter this Contest if you are not eligible or not currently located in Washington State. Further eligibility restrictions are contained in the official rules below.

MM Comfort Systems: Comfort Counts

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. ODDS OF WINNING DEPENDS ON NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

Contest Administrator: MM Comfort Systems, Attn: Comfort Counts, 9680 153rd Ave NE, Redmond, WA 98052

Contest Sponsor: MM Comfort Systems, Redmond, WA

HOW TO ENTER

These rules govern Comfort Counts ("Contest"), which is being conducted by MM Comfort Systems ("MMCS"). The Contest begins on April 1, 2021 and ends on April 30, 2021 ("Contest Dates"). Entrants may enter on-line or via mail in entry only. To enter the Contest, entrant may enter on-line beginning on April 1, 2021 at 12:00 AM PST and ending on April 30, 2021 at 11:59PM PST ("Entry Period"). Beginning April 1, 2021, and continuing until approximately 11:59 p.m., PST, April 30, 2021, contestants can mail their entry to "Comfort Counts" at 9680 153rd Ave NE, Redmond, WA 98052 or submit the entry on-line through the website, www.mmcomfortsystems.com/comfortcounts. Submissions must include a short essay (the "Essay") which should contain maximum 500 words and explain why the nominated person has made a difference in their community, and why he or she deserves to be the honored as a "Cool Hero". Nominations may also be made by completing the "Cool Hero" nomination form at www.mmcomfortsystems.com/comfortcounts, beginning the first date of the Entry Period.

Submissions must be accompanied by the following information:

1. Full Name of person nominating the Cool Hero;
2. Phone number of person nominating the Cool Hero;
3. Email address of person nominating the Cool Hero;
4. Name of Cool Hero being nominated
5. Name of Cool Hero's city of residence.
6. Confirmation of Cool Hero's home ownership.
7. Phone number of Cool Hero being nominated
8. Email address of Cool Hero being nominated
9. Relationship of the nominator to the Cool Hero being nominated

10. Confirmation of nominator's ability to inform Cool Hero of selection should they be chosen.

Only one (1) entry per person is permitted. There will be one recipient selected in the Contest.

MMCS may discard any entries that it deems suspicious, objectionable or in poor taste, as determined by MMCS in its sole discretion.

All entries must be received by the 11:59 PM, PST, on April 30, 2021.

ELIGIBILITY RESTRICTIONS

- a. The contest is open to all persons who are legal U.S. residents of the state of Washington, eighteen (18) years of age or older, and who reside in King, Pierce or Snohomish County, Washington. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter the contest at any time, even if such individuals meet the age and residency requirements above: (i) any employees (i.e., full-time, part-time and/or temporary employees) of MMCS, affiliate companies of MMCS, Carrier Corporation, Airefco Corporation, any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (ii) any immediate family members of such employees, including, without limitation, current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (iii) any other individual legally residing in the same household (i.e., at the same address) of such employees, including, without limitation, roommates, housemates, significant others, and partners.
- c. Unless MMCS otherwise specifies, persons who have previously won a prize (cash, services, merchandise) from a contest event from MMCS or affiliates are subject to the following restrictions: Persons who have won a prize sixty (60) days prior to entering the contest are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners.
- d. The nominator must agree to inform the recipient of their selection as the winner.
- e. The recipient must be the legal owner of and reside in the home in which the unit is being installed and the home must be located within the MMCS service area as listed on www.mmcomfortsystems.com.
- f. The home will require a pre-inspection assessment to ensure compatibility with installation.
- g. The winner must have the prize installed by MMCS no later than December 31, 2021.
- h. The winner is solely responsible for all future and maintenance to the prize once installation is complete including adherence to restrictions regarding manufacturer warranty.
- i. To claim a prize, the Winner must provide valid government-issued photo identification and provide their complete address, date of birth, phone number, email address and Social Security Number.
- j. Entrants are required to provide truthful information and MMCS will reject and delete

any Submission that it discovers to be false or fraudulent. MMCS will disqualify any Entrant who does not meet the eligibility requirements and will also delete any Submission as required by law.

k. This contest is subject to all applicable federal, state and local laws and regulations. By participating in the contest and/or acceptance of prize(s), Entrant agrees to comply with these Official Rules and the decisions of MMCS, which are final and binding in all respects.

PRIZE

One (1) prize will be awarded in the Contest. The prize consists of an air conditioning unit based on availability and equivalent to a single head ductless unit. The Approximate Retail Value ("ARV") of the prize(s) is \$6,000 in total, which includes installation. The prize is not applicable to commercial applications or portable AC units. The winner will be solely responsible for all federal, state and local taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize.

Prizes are not transferable or exchangeable and may not be substituted, except by Contest Sponsor for reasons of unavailability, in which case, Contest Sponsor may make a cash payment to winner equal to the ARV of the prize or substitute a prize of equal or greater value. MMCS, Airefco, and Carrier Corporation assume no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. MMCS reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of MMCS corrupt the administration, security or proper execution of the Contest, or the Internet portion of the Contest. Decisions of MMCS/judges are final.

JUDGING CRITERIA

A judging panel consisting of MMCS employees will judge the essays ("Judges"). The Judges will select one winner from among all eligible entries based on the following criteria ("Judging Criteria"): (1) an exceptional act of service to an individual within or to their greater community (34%); (2) demonstrating outstanding selflessness, compassion and/or courage within their local community (34%); and (3) would realize significant benefit in having a new or replacement air conditioning unit (32%).

TIE BREAKER

In the event of a tie for a prize, the tie breaker will be determined by a random drawing from all tied potential winner(s) by the Contest Sponsor. The Contest Sponsor, at its sole discretion, shall make the final decision to resolve any tie.

WINNER SELECTION AND NOTIFICATION

Decisions of Contest Sponsor with respect to the Contest are final.

One (1) winner will be selected as described above.

Odds of winning depends upon the number of entries received.

Winners do not need to be a customer of MMCS or be present to win. All winners will be contacted later to arrange for prize delivery. MMCS must be the sole installer of the

prize and shipping of the prize will not be an option. Potential winner(s) will be notified of winning by email or a phone call. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and must execute and return, along with the guest(s) of the winner(s), an affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms within thirty (30) days of such notification or notification attempt or prize(s) will be forfeited. If a winner has not reached the age of majority in Washington State, the prize(s) will be awarded in the name of his/her parent or legal guardian who must also meet eligibility requirements. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s). MMCS or Contest Administrator nor any applicable Sponsor is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of the State of Washington and the forum for any dispute shall be in Seattle, Washington. 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 in connection with this Contest are hereby excluded and any Entrant expressly waives any and all such rights. Certain restrictions may apply. **Submissions are void if the Submissions are incomplete, inaccessible or blocked, corrupted, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.**

By entering and/or acceptance of prize(s), Entrants also agree (i) to be bound by these Official Rules; (ii) that the decisions of MMCS and Contest Sponsor(s) are final and binding with respect to all matters relating to the Contest; and (iii) if the Entrant wins that Released Parties (defined below) may use the winning photographs and each Winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law).

The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the discretion of MMCS. MMCS or its Contest Administrator's computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted

email address, or (ii) is assigned to the mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. MMCS, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Contest. Failure to comply with the rules of the Contest may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If MMCS makes a good-faith determination that an entrant has cheated or committed fraudulent activity in connection with a Contest, MMCS may disqualify that entrant from entering and/or winning this and any or all future MMCS administered Contest and seek damages to the fullest extent permitted by law. MMCS reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent MMCS makes material changes to the terms and conditions of the Contest, any such material changes will be posted on its website: www.mmcomfortsystems.com/comfortcounts within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of MMCS, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, MMCS reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.

By entering the Contest and/or acceptance of prize(s), all entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.

Each winner will be required to produce identification satisfactory to MMCS. For example, winner(s) will be required to sign an affidavit of eligibility and release, including a publicity release, as prepared by MMCS prior to receiving their prize. Each winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from MMCS in any calendar year where the aggregate value of all such prizes is \$600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any "deal-making" with or between other Contest entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in

any Contest as determined by MMCS at its sole discretion and on a case-by-case basis.

Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner's guest(s) if applicable) release, forever discharge, indemnify, and hold harmless MMCS, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by MMCS, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.

The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals, or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or Winner(s) (and Winner's guest(s) if applicable) including any results thereof such as changes in services or location necessitated by same; or (vii) any part of a Contest that cannot be conducted and/or if a prize, either in whole or in part cannot be awarded due to the closure of any Contest Sponsor location, if applicable, promoter or performer issues, acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, disease, national or regional emergency, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the sole control of MMCS.

Except where prohibited, by entering the Contest, each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Seattle, Washington; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (iii) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (iv) Entrant hereby

waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Washington law governs the interpretation and construction of these Official Rules and all aspects related thereto.

PRIVACY

a. By participating in the Contest, entrant agrees to the MMCS Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located on mmcomfortsystems.com. In the event of conflict between the MMCS Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply. Any information that Twitter, Facebook, or Instagram collects through a Submission in the Contest may be subject to Twitter's, Facebook's, or Instagram's own terms and policies.

WINNERS' LIST/COPY OF OFFICIAL RULES

a. Any violation of these rules will result in disqualification. Consistent with Section 1(d), only one (1) Submission per Entrant is permitted. Any attempt by any one or more Entrants to obtain more than one (1) Submission by using the same phone number, email address, Twitter account or similar registration method through any means including, without limitation, multiple/different email addresses, Twitter accounts, identities, registrations, logins or other methods will void all entries from that address or account, and such Entrant(s) will be disqualified.

b. Copies of these rules are available at the MMCS website:

<https://www.mmcomfortsystems.com/comfortcounts>, in person at the MMCS office, 9680 153rd Ave NE, Redmond, WA 98052 during regular business hours 8:00 a.m. (PT) to 5:00 p.m. (PT), Monday through Friday, or by sending a request, along with a self-addressed stamped envelope, to MMCS Attn: Comfort Counts at the same address.

c. For a list of Winners', mail a request and a self-addressed stamped envelope to MMCS, 9680 153rd Ave NE, Redmond, WA 98052 identifying 2021 List for Cool Heroes Contest. All requests for Winner lists must be mailed and received by MMCS no later than August 30, 2021.