

**OFFICIAL RULES**  
**Roth Heating and Cooling Christmas Sweepstakes**

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
2. **ELIGIBILITY.** Sweepstakes is open to persons 18 years of age or older at the time of entry who are legal U.S. residents in the state of Oregon, except employees, agents, successors and assignees of Roth-Zachry Heating, Inc., Goodman Manufacturing, Daikin, Coleman, York International, and each of their respective parents, subsidiaries and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and any person domiciled with each of such persons are not eligible. A winning participant is only eligible for delivery and installation of equipment if they are homeowners of a property residing in sponsors service area. Sponsors service area is defined as listed designated cities, counties, and/or zip codes the sponsor services.
3. **ENTRY.** The Roth Heating and Cooling Christmas Sweepstakes promotion (the "Sweepstakes") will begin on November 12, 2021 and will end at 11:59 pm prevailing Pacific Time on December 23, 2021 (the "Entry Period"). There are three (3) ways to enter: **(A)** Enter online by visiting the Roth Heating and Cooling Christmas Sweepstakes official registration page located at [www.roth-heat.com/washingtonsquare](http://www.roth-heat.com/washingtonsquare) to complete all required information and submit your entry. You must complete the entire form in order to enter the Sweepstakes online. By entering online, each entrant further agrees to be bound by the terms relating to the use of the website, including its Privacy Policy; or **(B)** fill out an entry form at the Roth Heating and Cooling sweepstakes activation table located at or near Santa's Workshop and photo area at Washington Square Mall 9585 SW Washington Square Rd. Portland OR 97223 during the following timeline: 11/12/21 – 12/23/21; or **(C)** Send a post card with your name, address, city, state, zip and phone number to: "Roth Heating and Cooling Sweepstakes Entry", 6990 S. Anderson Blvd. Aurora OR 97002. All entries must be received no later than 11:59 pm prevailing Pacific Time on December 23, 2021. **LIMIT OF ONE (1) ENTRY PER PERSON REGARDLESS OF ENTRY METHOD.** No mechanical reproductions permitted. Macerich Properties. and Roth-Zachry Heating, Inc. (collectively referred to herein as "Sponsor") will not be responsible for incomplete, lost, late, postage-due, misdirected or illegible entries, or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor. In the event of a dispute, all electronic entries will be deemed to have been submitted by the owner of the electronic account from which they were sent. For these purposes, an electronic account holder shall mean the natural person assigned to such account by the Internet access provider, online service provider or other organization responsible for assigning electronic addresses for the domain associated with such electronic account. Any questions regarding the number of entries submitted or the owner of an electronic account shall be determined by Sponsor in its reasonable discretion. Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Sweepstakes as solely determined by Sponsor. In the event any aspect of the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. All entries submitted as part of this Sweepstakes will become the sole property of Sponsor and/or Sponsor's designee and will not be acknowledged or returned.
4. **DRAWINGS; PRIZES.** During the Sweepstakes, there will be one (1) grand prize drawing for one (1) sole entrant. The prize cannot be refunded, exchanged, or transferred to any other party.
  - **Grand Prize Drawings:** On Friday, December 24, 2021 (the "Draw Date") one (1) potential winner will be selected by random drawing to win a prize package (each a "Grand Prize") consisting of his/her choice of one (1) Residential home air-conditioning unit or residential home heating unit from the following selection: (i) Air Conditioning and Coil Combo; or (ii) Heat Pump and Coil Combo; or (iii) 80% Furnace (iv) 96% Furnace (v) Ductless Mini-Split unit. Exact specifications and model number of each Air Conditioning Unit, Furnace, or Heat Pump item will be determined in Sponsor's sole discretion and is subject to change. Actual Retail Value (ARV) of the Grand Prize will either be between \$3,000 and \$8,000, based on the respective winners' choice of Heating or Cooling item and the current market value of the equipment at the time awarded. There will be a total of one (1) Grand Prize. Odds of winning the Grand Prize will vary based on the number of entries received up to the date of final entry.

- **Restrictions:** Prize package (Grand Prize) awarded from selected winner does NOT include installation, labor costs, or any other services provided by Roth-Zachry Heating, Inc. Should the selected winner choose to have their selected product installed by employees of Roth-Zachry Heating, Inc. entrant agrees to all costs associated with installation including but not limited to labor, delivery, additional equipment, and removal fees. This agreement will be held in a separate contractual agreement with Roth-Zachry Heating, Inc. notwithstanding or in conjunction with the Roth Heating and Cooling Christmas Sweepstakes. Roth-Zachry Heating, Inc. is not responsible for any damages, equipment failure, or warranty agreements should winning party choose to install equipment themselves or other similar company. Installation and additional equipment value may vary, and ARV of any equipment not listed in the choice of equipment will be communicated at time of purchase.

Sponsor is not responsible if any part of the sweepstakes or entrant experience is delayed, postponed, or canceled for any reason. No prize winner nor his/her guest will receive compensation from Sponsor nor management personnel of Roth-Zachry Heating, Inc., for equipment delay due to manufacturing delays or availability. No guest (defined as friend, family member, or associate) of a winner will have any independent rights to a prize or any portion thereof. Each winner assumes all responsibility for the acceptance and use of a prize or any portion thereof.

Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize or portion thereof awarded. Restrictions, conditions, and limitations may apply. Delivery of selected Heating or Cooling item portion of the Grand Prize will be determined and fulfilled within approximately six (6) weeks after the conclusion of the Sweepstakes. Sponsor will not replace any lost or stolen prize items. Sponsor is not responsible for lost or damaged items during delivery.

5. **NOTIFICATION.** Each potential winner will be notified via phone or email as provided through their method of entry within seven to ten (7-10) business days following their respective drawing date. The potential winner will have twenty-four (24) hours to respond in order to receive their respective prize. Receiving a prize is contingent upon compliance with these Official Rules. Failure to comply with the Official Rules will result in forfeiture of the prize. Each potential winner must complete and return a claim form within seventy-two (72) hours of notification. In the event that a potential prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries received during the applicable portion of the Sweepstakes Entry Period. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Winners will be required to sign an Affidavit of Eligibility and Liability/Publicity Release as a condition to claiming the prize. Each winner, and his/her guest, are responsible for all costs and expenses which may be associated with participation in the Sweepstakes and/or winning or use of any prize, including without limitation installation, transportation, redemption of prize, and/or meals, unless specifically provided for in these Official Rules.
6. **RELEASE.** By entering this Sweepstakes, each entrant/participant agrees (a) to abide by these Official Rules and the decisions of the Sponsor, which shall be final in all matters relating to the Sweepstakes; (b) to release and hold harmless Macerich Properties., and Roth-Zachry Heating, Inc., Goodman Manufacturing, Daikin, Coleman, York International, and each of their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents, and each of their affiliated companies, from any and all claims, liability or damages arising out of their participation in the Sweepstakes and/or the acceptance and use of prize or portion thereof; (c) to permit Sponsor, and any of their respective agents to use such entrant/participant's name, photo, image, likeness and voice, city and/or other likeness for advertising, promotional and publicity purposes in all media at any time for any purpose without any additional compensation to, permission from or inspection by such person; (d) that under no circumstances will any entrant/participant be permitted to obtain awards for, and each such person hereby waives all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; and (e) that all causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form class action.
7. **DISPUTES.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant/participant and/or Sponsor, shall be governed by, and construed in accordance with the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules or provisions (whether of Oregon, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Oregon. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision. In the event that any such provision is determined to

be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Each entrant/participant agrees that should any dispute arise between such person and Sponsor, such dispute must be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The venue for such arbitration shall be Portland, Oregon.

8. **TAXES.** Sponsor is not responsible for and will not pay or in any way compensate any entrant, winner and/or any guest of a winner for taxes or expenses associated with participation in and/or acceptance or use of a prize in this Sweepstakes. If required by law and as applicable to each respective winner, Sponsor will issue a Form 1099-MISC reporting the taxable retail value of such winner's prize. Winner should consult his/her tax advisor about the tax implications of winning a prize.
9. **GENERAL CONDITIONS.** By entering this Sweepstakes, entrants/participants accept and agree to be bound by these rules and the decisions of Sponsor, which shall be final on all matters. Failure to conform to all Sweepstakes rules, or any fraud or other illegal or inappropriate conduct on the part of an entrant/participant or on such person's behalf, will result in the entrant/participant's disqualification and forfeiture of any prize won. Sweepstakes Sponsor reserves the right to cancel, suspend and/or modify this Sweepstakes and these Official Rules at any time, which changes will become effective upon announcement. If any provision of these Official Rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law. All federal, state and local laws and regulations apply. Void where prohibited.
10. **SPONSOR.** The Roth Heating and Cooling Christmas Sweepstakes is sponsored by Roth-Zachry Heating, Inc. and ran in conjunction with Macerich Properties (together referred to in these Official Rules as "Sponsor"). Sponsor's decisions regarding the selection of any entrant/winner and any other aspect of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for any typographical, printing or other inadvertent errors in these Official Rules or in any other materials relating to the Sweepstakes.
11. **QUESTIONS/WINNER LIST.** If you have any questions regarding the Sweepstakes or these Official Rules, or you would like a list of the winner (available after January 1, 2022), please submit your request in writing by sending a self-addressed stamped envelope to Roth Heating and Cooling Christmas Sweepstakes, 6990 S. Anderson Rd., Aurora, OR 97002. All requests must be received no later than December 15, 2021.