

HOUSECALL PRO REFERRAL SWEEPSTAKES

OFFICIAL RULES

- 1. ELIGIBILITY:** The Housecall Pro Referral Sweepstakes (the "Promotion") is a trade promotion offered only to independent home service trades businesses that are physically located in one of the 50 United States or District of Columbia ("Eligible Business"). Referrals must be submitted by an authorized representative of the Eligible Business ("Entrant"), 18 years of age or older at the time of entry. **Prizes will be awarded only to the Eligible Business, not to the Entrant.** Void where prohibited or restricted by law. All federal and state laws apply. Employees, officers and directors, and their immediate family members (spouses, siblings, parents and children, including foster and step-relations, and their respective spouses) and household members (whether or not related) of Codefied, Inc. dba Housecall Pro ("Sponsor"), their respective owners, parents, subsidiaries and affiliates, advertising, marketing, promotion and fulfillment agencies, and any companies involved in the implementation and execution of the Promotion (collectively with Sponsor, the "Promotion Entities") are not eligible. By participating, each Entrant fully and unconditionally agrees to and accepts, on behalf of Entrant and the Eligible Business, these Official Rules and the decisions of the Sponsor (and its authorized third parties), which are final and binding on all matters relating to the Promotion.
- 2. PROMOTION PERIOD:** Promotion starts on or about 12:00:01 a.m. Pacific Time (PT) on June 1, 2021 and ends at 11:59:59 p.m. PT on August 31, 2021 ("Promotion Period"). The clock on Sponsor's server shall be the official time keeping device for this Promotion.
- 3. HOW TO ENTER:** During the Promotion Period, Entrants must visit www.housecallpro.com/refer-a-friend ("Website") and follow the directions on the website to complete and submit a referral of an independent home service trades business that is **not** currently a Housecall Pro user. Each referral is subject to verification by Sponsor as a legitimate, operating independent home service trades business that is not currently a Housecall Pro user ("Eligible Referral").

Important: If the Entrant is participating in the Promotion via a mobile device, message and data rates may apply. The Entrant should consult his/her wireless service provider regarding its pricing plans. Participation may not be available on all mobile devices, as not all mobile devices or cellular telephone providers have the capabilities or carry the service necessary to participate in this method of entry. You will receive one (1) entry into the Promotion for each referral you make who becomes a customer of Housecall Pro during the Promotion Period ("Eligible Referral"). In the event more than one Entrant submits the same Eligible Referral, the Entrant who first provided the Eligible Referral will receive the entry.

You may enter the Promotion under one name/e-mail address only. In the event of a dispute about Eligible Referrals submitted by multiple individuals using the same email account or address, the Eligible Referral will be deemed to have been submitted by the authorized account holder of the email account used to enter the Promotion. The authorized account holder is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Any use or suspected use of artifice, bots, robotic, repetitive, automatic, programmed or similar methods or agents (including, but not limited to sweepstakes entry services/clubs) are prohibited; any Entrant using/benefitting from such methods will be disqualified and their entries voided. Proof of referral submission is not proof of receipt or eligibility for this Promotion.

4. **SELECTION OF WINNERS/ODDS:** Winners will be selected in a random drawing conducted by Administrator on or about five (5) business days after the end of the Promotion Period, from all eligible entries received. Odds of winning depend on the number of eligible entries received.

5. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):**

- a. **Grand Prize (1):** Traeger® Pro-Series 22 Wood Pellet Grill. ARV: \$599.99.
- b. **First Prize (2):** YETI® Tundra 45 Hard Cooler. ARV: \$299.99
- c. **Second Prize (3):** 10.2 inch Apple® iPad® Mobile Digital Device. ARV: \$329.

The ARV of all prizes offered in the Promotion is \$1,228.98. All third party trademarks are registered trademarks of their respective owners, which are not sponsors of this Promotion.

Prize Restrictions. Limit one (1) prize per Entrant. All makes, models, colors, sizes and other features of the prizes will be selected by Sponsor in its sole discretion. No transfer, assignment or substitution of prize (in whole or in part) is allowed, except that Sponsor reserves the right to substitute a similar prize of equal or greater value. Prizes must be claimed as set forth in Rule 6 below. All federal, state and local taxes, if any, are the sole responsibility of the winner(s). In no event will more than the stated number or description of prizes be awarded in this Promotion. *Any prize pictured or mentioned in advertising or Promotion materials is for illustrative purposes only and may not be the actual prize awarded.*

6. **HOW TO CLAIM THE PRIZE:** The potential winners will be notified by postal mail, telephone, email or other method, as solely determined by Sponsor. Prize claim is subject to verification. Each potential winner may be required to furnish proof of eligibility under these Official Rules and may also be required to execute and return an Affidavit of Eligibility/Publicity Release within a time period specified by Sponsor, or prize will be forfeited. Prize will be forfeited if prize claim is not timely received according to the instructions and by the prize claim deadline provided in the notification. The submission of prize claims is the sole responsibility of the Entrant, who

assumes all risk of loss, damage, destruction, delay and misdirection of any communications and/or materials. Prizes may be shipped to confirmed winners via trackable delivery service approximately 10-15 business days after winner confirmation, to the addresses provided by the winners during the verification/prize claim process. If a potential winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the prize, cannot be contacted or fails to timely respond after two separate attempts, or in the event the prize confirmation or prize is returned, undeliverable, or not (timely) responded to the prize will be forfeited, and may, in Sponsor's sole discretion, be awarded to an alternate potential winner selected in accordance with these official rules from the pool of eligible Entrants.

- 7. LIMITATION OF LIABILITY:** The Promotion Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected (including into spam/junk folders), postage due, returned, or undeliverable referrals, texts, email or postal mail, or any other Promotion related communications; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; or garbled, corrupt, or jumbled transmissions, service provider/Internet/website use, net accessibility, incompatibility, availability or traffic congestion; or any technical, mechanical, printing, typographical or other error, unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. The Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking, or by any of the equipment or programming associated with or used in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft, destruction or unauthorized access to any website(s). Promotion Entities are not responsible for any injury, including death, disability or other damage, whether personal or property, to Entrants or to any person's computer or mobile device related to or resulting from participating in the Promotion and/or accepting a Prize. If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion, including the selection of prize winner in a manner it deems fair and reasonable from among eligible entries received prior to such cancellation, termination, modification or suspension. If because of technical, typographical, mechanical or other errors or for any other reason, there are more claims for a prize than prizes offered as stated in these Official Rules, a random drawing will be held among all eligible claimants in such category to award such prize.

IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION, PARTICIPATION IN PROMOTION AND/OR PRIZE RELATED ACTIVITIES, THE USE OR MISUSE OF A PRIZE, ACCESS TO AND USE OF ANY PARTICIPATING WEBSITES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS

PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- 8. GENERAL:** If it is suspected by Sponsor in its sole and absolute discretion that an Entrant has provided any false information during participation in the Promotion, including without limitation information concerning anyone's identity, mailing address, telephone number or e-mail address, all of the Entrant's referrals will be declared null and void and any prize an Entrant might have been entitled to will not be awarded. Sponsor reserves the right to disqualify any Entrant and Eligible Business in its sole and absolute discretion, including but not limited to those suspected of, or found, in its sole opinion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, non-human mechanism, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the Entrant and Eligible Business utilizing or benefitting from the same. **ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in Promotion materials (including but not limited to point of sale, television, and print advertising, promotion packaging, and other promotion media, and any communications made by any person in any medium), the details of the Promotion as set forth in these Official Rules shall prevail. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. A waiver by one or more of the Promotion Entities of any term in these Rules does not constitute a waiver of any other provision.
- 9. RELEASE, INDEMNITY & GENERAL CONDITIONS OF PARTICIPATION:** By entering the Promotion, each Entrant agrees, to the fullest extent permitted by law to be bound by these Official Rules and by all applicable laws and decisions of Sponsor which shall be binding and final, and to waive any right to claim ambiguity with respect to these Official Rules. To the maximum extent permitted by law, Entrants and winner(s) agree to waive, release, indemnify, defend and hold harmless ("release") Sponsor and all other Promotion Entities, Facebook, Instagram and Twitter, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents, and any social media platforms ("Released Parties") from and against any and all threatened or actual actions, liabilities, claims, demands, losses, lawsuits, judgments,

settlements, fines, damages, costs and expenses (including reasonable attorney fees) whether or not litigation is commenced (“disputes”) arising at any time from the Promotion and any element thereof; the entry (in whole or in part); participation (including travel) in any promotion, event, and/or prize-related activity, or inability to receive or participate in, or parts thereof; the delivery, acceptance, use, mis-use of a prize or any failure with respect thereto by any person or entity; personal injuries including death, damage to or destruction of property, violation of any rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory arising from or relating directly or indirectly to the Promotion and any element thereof; any act, default, omission, non-compliance, and/or a violation or breach of any law or agreement, representation, warranty or covenant made herein, or any other agreements by/with Entrant, the Sponsor and/or any Promotion Entity or Released Party, or any other third-person or entity who may not be a party to these Rules.

Promotion Entities shall not be liable to winner or any other person or entity for failure to execute the Promotion, or any part thereof, or supply a prize in whole or in part, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, 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, event delay or cancellation, or any similar or dissimilar event beyond their reasonable control.

10. DISPUTES: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF CALIFORNIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A COURT LOCATED IN CALIFORNIA HAVING JURISDICTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS’ FEES OR OTHER RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ALL CAUSES OF ACTION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED OR THE SHORTEST TIME ALLOWED BY APPLICABLE LAW, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. PRIVACY POLICY: Any personally identifiable information collected during an Entrant’s participation in the Promotion will be collected by Sponsor or its agent, and will be used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and

fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as in effect from time to time at <https://www.housecallpro.com/privacy/> and any communications an Entrant may agree during the registration process to receive in the future.

- 12. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a Prize, each Entrant and winner grants (and agrees to confirm that grant in writing, or his/her parent or legal guardian will confirm that grant in writing if winner is a minor in his/her state of residence) permission for Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet including Sponsor's and/or unrelated third-parties' social media platforms and sites, without notice, review or approval and without additional compensation except where prohibited by law.
- 13. WINNERS' LIST:** The names of the winners will be posted on the Website for approximately thirty (30) days after verification and prize award.
- 14. SPONSOR:** Codefied Inc. dba Housecall Pro, San Diego, CA 92121.