2024 Fall Membership Drive – Builder and Associate Member Competition

Official Rules

A special competition will be held for Builder Members and Associate Members of local home builder associations (hereafter "affiliated organizations") to recruit new members during the 2024 Fall membership drive period, which begins on September 1, 2024, and ends on November 30, 2024. By participating, you agree to be bound by these Official Rules and the decisions of the National Association of Home Builders of the United States ("NAHB"), which are binding and final in all matters relating to this competition.

Goal/Purpose

The goal of the competition is to recruit by or through personal efforts as many new Members (Builder and Associate Members only) as possible during the Fall membership drive period and to win the Prize(s) that will be awarded by Signature Kitchen Suite. Only Qualifying New Members recruited within the drive period will be counted. To be counted as a Qualifying New Member, the new member must be registered through the Web Membership System (WMS) or postmarked on or before November 30, 2024, fully paid and approved to be counted towards the Eligible Competing Member's total.

Eligibility

To be eligible to compete, an individual must be a current Builder Member or Associate Member of NAHB in good standing or an Affiliate Member of a Builder Member or Associate Member of record in good standing (hereafter referred to as an "Eligible Competing Member"). If, however, any such individual Member is on the staff of a state or local affiliated organization (employed, contracted, volunteer, or otherwise), such individual Member shall not be an Eligible Competing Members will be automatically entered in the competition and will compete against other Eligible Competing Members in one of three (3) membership size categories of affiliated organizations:

- Small affiliated organizations between 10-249
 - One Associate Member Winner
 - o Two Builder Member Winners
- Medium affiliated organizations between 250-599
 - One Associate Member Winner
 - o Two Builder Member Winners
- Large affiliated organizations 600 and above
 - One Associate Member Winner
 - Two Builder Member Winners

Winners will be announced by NAHB prior to January 30, 2025. In order to qualify, Winner must sign eligibility waiver.

Prize

There will be three winners from each category, comprising: Top two Builder Members and top Associate Member.

LG and Signature Kitchen Suite will award the prize to the winning members.

Each Winner (and their guest) will receive:

- Exclusive brand immersion experience tailored to Signature Kitchen Suite's True to Food™ philosophy and featuring unique culinary experience inclusive of sous vide cooking demonstrations, hands-on tutorials and product education surrounding the Technicurean™ customer
- (1) Two-night trip for each winner and a guest to the Skyline Showroom, offering all the excitement Manhattan has to offer (2024 dates to be announced by Signature Kitchen Suite by Jan. 30, 2024)
- Airfare, meals, hotel (single room, based on double occupancy) and transportation covered by LG
- Unique NYC True to Food culinary journey

Please ensure you meet the requirements for this competition:

- "I am a Builder Member or Associate Member (<u>Note</u>: *NAHB defines a 'Builder Member' as small-volume builders, production builders, light commercial builders and remodelers*.) I am not on the staff of a state or local affiliated organization (employed, contracted, volunteer or otherwise)."
- I am in good standing of NAHB. Eligibility of an Affiliate Member to participate requires the Affiliate Member's Builder Member or Associate Member of record

to maintain an active membership during the Fall membership drive or if not, the Affiliate Member must convert his or her membership to become a Builder Member or Associate Member during the Fall membership drive.

- I am aware that a qualifying new Builder and Associate memberships sponsored by the Eligible Competing
 Member must be posted through the <u>Web Membership System (WMS</u>) or postmarked on or before November
 30, 2024.
- I am aware that I must use my own personal efforts via mailings, telephone calls, electronic media, face-to-face meetings, or other similar contacts, to recruit new Builder Members and Associate Members.

Legal:

For purposes of this special competition, each Builder Member or Associate Member - or Affiliate Member of a Builder Member or Associate Member of record -- will, as of September 1, 2024, compete against Eligible Competing Members in the same affiliated-organization membership size category. Eligible Competing Members of record with multiple affiliated organization memberships will be placed in the largest category of affiliated organizations for which they recruit. However, an Eligible Competing Member will be given credit for all new Members he or she recruits during the Fall membership drive period, irrespective of the affiliated organization(s) the recruited member belongs to. Affiliated organizations will be placed into membership size categories based on the membership numbers submitted to NAHB by August 31, 2024.

NAHB will prepare an interim report displaying a list of the qualifying new memberships recruited by Eligible Competing Members. The interim report will be provided to Eligible Competing Members upon written request.

New membership recruitment will be credited to an Eligible Competing Member only if achieved by personal efforts, via mailings, telephone calls, electronic media, face-to-face meetings, or other similar contacts. NAHB reserves the right to verify such contacts by appropriate means, including communicating with the recruited new members, memberships not achieved by or through the Eligible Competing Member's personal efforts will not be included. NAHB reserves the right, in its sole discretion, to disqualify any entrant whose participation may subject the competition, NAHB, LG, the Signature Kitchen Suite, advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule. By Entering the competition, you agree to provide any documentation or information deemed necessary by NAHB to satisfy the above requirement. NAHB will determine three (3) Winners in each affiliated-organization category (each hereafter referred to as a "Winner"). The Winners will comprise of: Top two Builder Members and top Associate Member (or Affiliate Members thereof).

In the event that two (2) or more Eligible Competing Members in the same affiliated-organization category have recruited the same number of qualifying memberships as of November 30, 2024, the Eligible Competing Members will be ranked on the basis of the total number of new Members recruited during the Fall membership drive by all Builder Members and Associate Members in the affiliated organization in which the Eligible Competing Member has been placed for purposes of this competition. The top two highest-ranked Eligible Competing Builder Members and the one highest-ranked Eligible Competing Associate Member (or Affiliate Members thereof) will be determined to be the Winners, respectively. NAHB's records shall be deemed accurate and dispositive. Any determination made by NAHB shall be final and shall not be subject to challenge or appeal.

NAHB shall email the Winners in each affiliated-organization category after the determinations and may require the Winners to execute a declaration of eligibility and release. If a declaration of eligibility and release is requested from any Winner, he or she must return the signed declaration within 30 days or the Prize may be forfeited and another winner will be selected. The Winners will be required to remain Members in good standing with dues fully paid at all times from and after NAHB's determination through the acceptance of the Prize(s). If at any time a Winner fails to comply with this requirement or does not satisfy the eligibility requirements, then such Winner will be deemed ineligible and an alternate Winner will be determined.

As the official NAHB membership sponsor, Signature Kitchen Suite will award the Prize to the Eligible Competing Members who are determined to be the Winners in each of the three (3) affiliated-organization membership size categories (one winner and two runners-up in each category).

The Prize is non-transferable and cannot be substituted. Taxes, insurance and other fees associated with the Prize are the sole responsibility of the Winner of the Prize. By participating in the competition, each Member or other competitor agrees that NAHB, Signature Kitchen Suite and NAHB's and Signature Kitchen Suite's representatives, agencies, affiliates,

subsidiaries, directors, officers, and employees shall have no liability for any injuries, losses, or damages of any kind caused by the Prize or resulting from the acceptance, possession or use of the Prize. By participating in the competition, each Member or other competitor agrees to and accepts these rules and the determinations and decisions of NAHB and Signature Kitchen Suite as final. Without limiting the foregoing, determinations of compliance with NAHB's Bylaws and whether an affiliated organization is "current" in its reporting and payment obligations shall be made by NAHB's Third Vice Chairman and the NAHB Secretary in their joint discretion. In the event of a dispute, NAHB's records shall be deemed accurate and dispositive. Any decision made by NAHB shall be final and shall not be subject to challenge or appeal. Except as limited by law, acceptance of the Prize shall constitute the Winner's consent to the use of his or her name and/or likeness for advertising or promotional purposes with additional compensation. If applicable, LG will provide an IRS Form 1099-MISC to the Winners.

The estimated value of the Prize is \$3000 for two (2) people, and \$2000 for one (1) person.

If a Winner is unable to attend on the dates specified in the Prize notification, then the Prize will be considered forfeited. Signature Kitchen Suite reserves the right to choose an alternate Winner if a Prize is considered forfeited.

These rules are subject to change at NAHB's discretion.

Release:

By participating in this competition, entrants agree to release, indemnify, defend and hold harmless NAHB, LG, Signature Kitchen Suite and any other organizations affiliated with the competition, and each of their respective members, directors, officers, agents, and representatives ("Released Parties") from any and all actions, claims, liability, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Competition.

Other:

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, undelivered, or misdirected entries; or for other errors or difficulties of any kind relating to or in connection with the Competition, including, without limitation, errors or difficulties which may occur in connection with the administration of the Competition, the processing of entries, the announcement of the prize, or in any Competition related Materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Competition. NAHB reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the web site or otherwise in violation of these Official Rules. NAHB further reserves the right, in its sole discretion, to cancel, terminate or modify this Competition if the Competition is compromised by virus, technical corruption, non-authorized human intervention, epidemic, pandemic, or any other causes which, in the sole discretion of NAHB, corrupt or affect the administration, security fairness, proper play or integrity of the Competition. In the event of cancellation or termination, NAHB reserves the right to select potential winner in a random drawing from among all eligible, non-suspect entries received.

Except where prohibited by law, entry constitutes permission to use each entrant's name, hometown (city and state), voice, biographical information, likeness, photograph and any statements regarding this Competition in all media, for any purpose, including without limitation, in connection with, and to promote market or advertise, the Competition, in whole or in part, without review, approval, credit or attribution, notification or payment from or to entrant or any person or entity, worldwide, in perpetuity, or on a winner's list, if applicable. Competition is subject to all applicable U.S. federal, state and local laws and regulations.

Disputes:

This Competition is governed by the laws of the United States and the District of Columbia, without respect to conflict of law doctrines. As a condition of participating in this Competition, participants agree that under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other and participant further waives all rights to have damages multiplied or increased.