

The Granite Group Staycation Sensation Promotion

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** Sweepstakes (the "Sweepstakes") is open to companies who make qualifying purchases and/or mail-in an entry postcard and are 18 years of age or older as of the date of entry. The sweepstakes is only open to companies headquartered in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont and is void where prohibited by law. Employees of The Granite Group (the "Sponsor"), their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. **Agreement to Rules:** By participating, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of The Granite Group as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.

3. **Sweepstakes Period:** This sweepstakes runs April 1 through May 31, 2021. Qualifying purchases must be made and invoiced during this time period. Mail-in entries will also be accepted during this time period. Mail-in entries must be postmarked on or by May 31, 2021.

4. **How to Enter:** The Sweepstakes must be entered through one or both of the following ways:

- Customers of The Granite Group will automatically receive one entry into the prize drawing for every \$500 spent on Kohler and State Water Heater products between April 1 and May 31, 2021. Purchases must be made on an established customer account for tracking purposes.
- Mail a postcard with your hand written name, mailing address, daytime phone number and email address to: The Granite Group, Staycation Sweepstakes/Marketing, 6 Storrs Street, Concord, NH 03301. **Each postcard must be mailed separately and must be postmarked on or by May 31, 2021.** Photocopied, illegible, or mechanically reproduced postcard entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

5. **Limit:** There is no limit to the number of entries each individual can receive throughout the Sweepstakes period.

6. **Prizes:** Six winners will be drawn at random from all entries on or around June 4, 2021. The prizes and estimated value of each are:

- The "Kick Back" prize package: 3 winners, each prize package valued at \$703, includes a patio heater, Monopoly game and corn hole game

- The “Kick Back and Relax” prize package: 2 winners, each prize package valued at \$1,351, includes a patio heater, Monopoly game, corn hole game, hammock and fire pit
- The “Kick Back, Relax and Forget About It” prize package: 1 winner, prize package valued at \$5,738, includes a patio heater, Monopoly game, corn hole game, hammock, fire pit, set of Adirondack chairs, 10’ patio umbrella with stand, beer of month club subscription, pellet grill and outdoor theater system

The actual/appraised value may differ at the time prizes are awarded. The specifics of the prize(s) shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor’s discretion. Prizes are non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winners. No substitution of prizes or transfer/assignment of prizes to others or request for the cash equivalent by winners is permitted. Acceptance of a prize constitutes permission for The Granite Group to use the winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

7. **Odds:** The odds of winning depend on the number of eligible entries received.

8. **Winner Selection and Notification:** Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. If a winner(s) is a customer account of The Granite Group, the prize(s) will go to the company owner or highest ranking manager. Winners will be notified within five (5) days following the winner selection via phone or email using the number or email address The Granite Group has on the customer file or that was provided through a mail-in entry postcard. The Granite Group shall have no liability for a winner’s failure to receive notices due to such winner’s spam, junk e-mail or other security settings or for such winner’s provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, or fails to accept the prize verbally or in writing within 72 hours from the time award notification was sent, prize may be forfeited and an alternate winner selected. No winner may win more than one prize package. If the same winner is drawn more than once, he or she will receive the first prize package for which his or her name was drawn.

The receipt by the winner of a prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR’S SOLE DISCRETION) WILL RESULT IN SUCH WINNER’S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. **Rights Granted by You:** By entering this contest you understand that The Granite Group, anyone acting on behalf of The Granite Group, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner’s name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

10. **Terms:** The Granite Group reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, The Granite Group may

select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by The Granite Group. The Granite Group reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Official Rules.

11. Limitation of Liability: By entering you agree to release and hold harmless The Granite Group and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

12. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND NEW HAMPSHIRE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New Hampshire 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, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on The Granite Group's website. To read the Privacy Policy go to <https://www.thegranitegroup.com/Privacy-Policy>

14. Winners List: To obtain a copy of the winner names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: The Granite Group, attn: Marketing/Winner & Rules Request, 6 Storrs Street, Concord, NH, 03301. Requests must be received no later than June 30, 2021.

15. Sponsor: The Sponsor of the Sweepstakes is The Granite Group, 6 Storrs Street, Concord, NH 03301 USA.