OFFICIAL RULES

JAMES HARDIE SIDING SWEEPS

NO PURCHASE OR PAYMENT REQUIRED TO ENTER OR WIN AND WILL NOT IMPROVE YOUR CHANCES OF WINNING. YOU HAVE NOT WON YET.

These Official Rules (“Official Rules”) apply to the James Hardie Siding Sweeps (the “Drawing”).

Eligibility: (A) General. Except where regulated or restricted by law, the James Hardie Siding Sweeps is open to legal residents of the 50 United States and the District of Columbia who are (a) 21 years of age or older, (b) a homeowner of a “Qualifying Home” as defined below, and (c) living in Chicago, Baltimore, Washington D.C., or Philadelphia metropolitan areas (the “Promotion Area” further defined below) at the time of entry. Employees, contractors, directors, and officers, and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of the sponsor, James Hardie Building Products Inc. (“James Hardie” or “Sponsor”), its subsidiaries, affiliates, suppliers, consultants, legal counsel, public relations, sales representatives, advertising and promotional, and marketing agencies, and any others engaged in the development or distribution of this Drawing are not eligible to enter or win. Other eligibility requirements and conditions of participation are set forth below in these Official Rules.

The Drawing is subject to all applicable federal, state, territorial, municipal, and local laws and regulations and is void where prohibited by law. Participation in the Drawing constitutes entrant’s full and unconditional agreement to (i) these Official Rules and (ii) Sponsor’s decisions, which are final and binding in all matters related to the Drawing. Winning a prize is contingent upon fulfilling all requirements set forth herein.

(B) Qualifying Home Requirements. Homeowner must be (1) the legal owner of and occupying a residential single family, detached home, (2) in the Promotion Area, (3) having vinyl, wood, or aluminum siding, (4) having wood frame construction with stud spacing no greater than 24 inches on center and which complies with the installation requirements set forth in the James Hardie® HardiePlank® Lap Siding Installation Instructions (“HardiePlank® Installation Requirements”). Homes having brick, stucco and asbestos siding are expressly excluded from eligibility in the Drawing. For a copy of the HardiePlank® Installation Requirements, go to https://www.jameshardie.com/product-support/resource-center/installation.

(C) Promotion Area. The Promotion Area includes four (4) Metropolitan Statistical Areas (“MSA”) as defined by the U.S. Census Bureau, Population Division, based on Office of
Management and Budget, September 2018 delineations, which can be found at this URL:

The 4 MSA are:

1. Baltimore-Columbia-Towson, MD
2. Chicago-Naperville-Elgin, IL-IN-WI
3. Philadelphia-Camden-Wilmington, PA-NJ-DE-MD

Please visit the above URL to find the specific counties associated with each MSA.

(D) Additional Eligibility Requirements. Prior to being eligible to receive any Prize, an entrant who has been selected as the potential winner of the Drawing must provide Sponsor with any information or certifications needed by Sponsor, in its judgment, for tax reporting or other purposes. Without limiting the foregoing, a person who was selected as the winner of the Drawing may be required to sign a copy of these Official Rules, to complete and sign a Declaration of Compliance, Liability and Publicity Release, and provide any other document that Sponsor determines is required, necessary or appropriate, in its judgment, to confirm the Winner’s eligibility and for tax reporting or other purposes. If the potential Winner fails to satisfy these conditions within seven (7) days of the notice that such person has been selected as a potential Winner, such person will not be eligible for the Prize, and an alternate Winner will be selected, as described in "Winner Selection" below.

Entry Period: The Drawing begins at 12:00 a.m. CST on February 1, 2020 and ends at 11:59 p.m. on May 31, 2020 ("Entry Period"). Entries must be submitted during the Entry Period in order to be eligible for the Drawing. Sponsor’s computer is the official time-keeping device for the Drawing.

How to Enter: To enter, eligible individuals should visit http://www.jameshardiesidingsweeps.com/ (the “Website”) during the Entry Period and complete the Drawing entry form. Entrants will be required to complete the entry form by providing certain information, such as name, address, age, telephone number, and email address (“Entry”). Each eligible person completing an Entry (“Entrant”) will be entered in the Drawing. Creating an Entry via the Website constitutes Entry into the Drawing and consent to and agreement with these Official Rules.

Entry Conditions: Limit one Entry per person during the Entry Period. Any attempts by an Entrant to submit more than one Entry for him/herself into the Drawing will result in such Entries being disqualified. Entrants must meet all eligibility requirements listed herein. The first and last name provided by Entrants will be the identity of the Entrant and, if selected and qualified for a prize, the identity of the winner. The use of a fake name or email address will disqualify an Entrant. Use of agencies or robotic, repetitive, programmed or similar entry methods is prohibited. All Entrants agree to abide by these Official Rules and waive any right to claim ambiguity in this Drawing or these Official Rules. All Entries become the property of Sponsor and will not be acknowledged or returned. All Entries must be completed during the Entry Period to be eligible for the Drawing.
**Void Entries:** Sponsor is not responsible for incomplete, garbled, corrupt, illegible, late, or unintelligible entries, or for printing or other errors appearing in these rules or other Drawing materials, misprints or errors in other Drawing-related information, garbled communications, failures or malfunctions of internet connections, phones, phonelines, telephone systems, technical or mechanical malfunctions, or other malfunctions, problems or errors, whether caused by equipment, programming used in this Drawing, processing errors, human errors or otherwise. Sponsor reserves the right, at its sole discretion, to void any entries from Entrants whom Sponsor believes have attempted to tamper or have tampered with the administration, security, or fairness of this Drawing.

**Winner Selection:** On June 1, 2020, one (1) prize winner (“Winner”) will be randomly selected by the Sponsor from among all eligible Entries received during the Entry Period. The Drawing will be conducted by Sponsor or its representatives, whose decisions are final and binding in all matters relating to this Drawing.

**Prizes and Approximate Retail Value (“ARV”):** The following prize (“Prize”) will be awarded to the Winner of the Drawing: A home exterior makeover with an approximate retail value (“ARV”) of up to $35,000 in James Hardie® Statement Collection™ Products, using up to 3,000 square feet of Statement Collection™ siding and 500 linear feet of Statement Collection™ trim, including labor and installation (“Siding”).

**Prize Conditions:** No cash substitution or payment is permitted if Winner's home requires less than 3,000 square feet of Statement Collection™ siding. Prize does not include, by way of example and not by limitation, replacement of window trim, additional accent trim beyond inside/outside corner post, soffit and fascia, porch soffit, or accessories such as shutters, vents, light blocks, decorative molding, posts and excludes painting and/or touching up anything other than the Siding. The Winner will receive a voucher for the Prize, and the Winner must make arrangements with a preferred installer specified by James Hardie to accept delivery and installation of the Prize during normal business hours no later than 3 months from the date of prize notification. James Hardie ColorPlus® siding specifications, delivery and installation for the Prize are at the sole and complete discretion of James Hardie. James Hardie is not responsible for any pre-existing condition or defect existing on, within or in connection with the potential Winner's home, including by way of example and not by limitation, water or other weather damage, pests, wear and tear, construction or repair defects (“Pre-existing Condition”), and James Hardie shall neither be required to repair any damage relating to any Pre-existing Condition, nor shall it be liable for any cost to repair any damage relating to any such Pre-existing Condition. The Winner is responsible for any and all Homeowners’ Association and/or Architectural Review Board approvals if applicable. The Winner is responsible for obtaining any and all permits necessary or otherwise required to install the Prize. Failure to comply with these Official Rules shall result in forfeiture of the Prize.

The Winner is responsible for all applicable federal, state and local taxes incurred by winning the Prize. To the extent required by law, Sponsor will provide a Winner with an IRS Form 1099 for the value of the applicable prize. The Winner is responsible for any applicable fees and all insurance and incidentals and any other unspecified expenses associated with acceptance or use of the Prize. The Prizes are non-transferable, non-exchangeable, and non-refundable, and must be accepted by the Winner as awarded. No cash redemption or prize substitution allowed by the
Winner, except as agreed to by Sponsor, in its sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if any of the Prizes are unavailable and/or undeliverable for any reason in the sole and complete discretion of Sponsor.

**Odds of Winning:** The odds of winning the Prize in the Drawing depend upon the number of eligible Entries received during the Entry Period.

**Winner Notification and Verification:** The potential Winner will be notified by phone, email and/or Federal Express overnight delivery service within thirty (30) days of the drawing date. The Winner must provide a valid I.D., proof of home ownership, proof of home owner's insurance, a valid Social Security number, a completed W-9 Form and a notarized Affidavit of Eligibility, Liability and Publicity Release, each of which must be completed, signed and returned within fourteen (14) days from date of issuance, or the Prize will be forfeited and awarded to an alternate winner. If the Prize notification or attempted notification is returned as undeliverable, the Prize will be forfeited and may be awarded to an alternate winner. By accepting a Prize, the Winner acknowledges compliance with these Official Rules. In the event a potential Winner is disqualified for any reason, Sponsor will award the Prize to an alternate winner. Only two (2) alternate drawings will be held, after which the Prize will remain unrewarded. Sponsor’s decisions as to the administration and operation of the Drawing and the selection of the Winner are final and binding on all matters related to the Drawing.

**Conditions and Disclaimers:** By entering the Drawing, each Entrant agrees that: (a) he or she will abide by and be bound by these Official Rules; (b) neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor or those affiliated companies, nor any of their officers, directors, employees, agents or representatives (collectively, Sponsor’s “Affiliates”) are responsible for claims, injuries, death, losses or damages of any kind resulting from participation or inability to participate in the Drawing, or the awarding, acceptance, use, misuse, loss, or misdirection of the Prize; and (c) Sponsor is not responsible for any inability of a Winner to accept a Prize for any reason.

In the event a question arises regarding a Winner’s identity, the Entry will be deemed made by the holder of the email account associated with the Entry. Although Sponsor attempts to ensure the integrity of the Drawing, neither Sponsor nor any of its Affiliates are responsible for the actions of Entrants or other individuals in connection with the Drawing, including attempts by Entrants or other individuals to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Drawing. If, for any reason, the Drawing is not capable of running as planned by reason of tampering, fraud, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Drawing, Sponsor reserves the right in its sole and absolute discretion to modify these Official Rules, and/or to cancel, terminate, modify or suspend all or any part of the Drawing, and in the event of cancellation or termination, to select a Winner from among all eligible non-suspect Entries received up to the time of such cancellation, termination, modification, or suspension, as applicable.
LIMITATIONS ON LIABILITY: Neither Sponsor nor its Affiliates shall be liable to the Winner or any other person for failure to supply the Prize or any part thereof, by reason of any acts 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), terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor’s or its Affiliates’ sole control.

Release and Indemnification: BY ENTERING THE DRAWING, ENTRANTS RELEASE AND HOLD THE SPONSOR AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE DRAWING OR PARTICIPATION IN ANY DRAWING-RELATED ACTIVITY, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED TO ACCEPTANCE OF THE PRIZE) AWARDED IN CONNECTION WITH THE DRAWING, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

Miscellaneous:

Privacy: Information submitted in connection with the Drawing will be treated in accordance with these Official Rules and Sponsor’s Privacy Policy (as may be amended from time to time), currently available at http://www.jameshardie.com/homeowner/privacy.shtml. By entering the Drawing, each Entrant agrees that Sponsor may share Entrant’s personal information with its Affiliates for the purpose of Prize fulfillment in the event Entrant is chosen as a potential Winner. Entrants whose e-mail address is submitted as part of this Drawing agree that Sponsor may contact them by e-mail to make Entrant aware of information pertinent to the Drawing, and to distribute information regarding Sponsor’s products, special events, promotional offers, or purchase incentives. Entrants may choose to opt-out of future e-mail notifications by clicking the link in the e-mail and following the opt-out instructions. Opting in to specific offers does not improve an Entrant’s chances of winning.

Publicity Release: Except where prohibited, by accepting a Prize, the Winner grants permission for Sponsor and its agents to use, publish, and reproduce, for all purposes, including publicity, promotion and advertising, in any media (including online, offline and radio), the Winner's name, city, photograph, likeness, voice, image, and residence (both before and after receipt of the Prize), in perpetuity without further compensation, credit or right of review or approval.

Applicable Law: The Drawing, and any disputes that may arise hereunder, shall be governed in all respects by the laws of the state of Illinois without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the state of Illinois. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision so long
as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

**Official Rules:** By participating in the Drawing, each Entrant fully and unconditionally agrees to and accepts these Official Rules and decisions of the Sponsor, which are final and binding in all matters relating to the Drawing. The Drawing will be run in accordance with the Official Rules, subject to amendment by Sponsor. Each Entrant must comply with the Official Rules and will be deemed to have received and understood the Official Rules by participating in the Drawing. The terms of the Drawing, as set out in the Official Rules, are not subject to amendment or counteroffer, except as set out herein. If any provisions of the Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor’s failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

**Sponsor:** The Drawing is sponsored by James Hardie Building Products Inc., 231 S. LaSalle St., Suite 2000, Chicago IL 60604.

**Copy of Official Rules:** Official Rules will be posted on the Sponsor’s website at [http://www.jameshardiesidingsweeps.com/](http://www.jameshardiesidingsweeps.com/).

**Winner List:** For the winner list, send a self-addressed, stamped envelope to: James Hardie Siding Sweeps, James Hardie Building Products, 231 S. LaSalle St. Suite 2000, Chicago, IL 60604.