

# TRITON™ RIDE THE WAVE

## COMMERCIAL PLUMBER CHALLENGE

### Rules and Regulations

#### 2018–2019 Team Triton™ Plumber Challenge – Official Rules

**NO ADDITIONAL PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

These are the official rules of the Team Triton Plumber Challenge (the “Contest”). These rules will be referred to as the “Official Rules” in this document. By participating in the Contest, each entrant agrees to be bound by the Official Rules and warrants that his or her participation complies with all requirements set out in the Official Rules. Chance plays no part in the determination of winners in the Contest.

#### **SPONSOR**

Sponsor is Rheem® Manufacturing Company, 1100 Abernathy Road, Suite 1400, Atlanta GA 30328, USA (“Sponsor”). The entrant is providing information to Sponsor.

#### **TERM**

The first phase of the Contest begins November 1, 2018 at 12:00:00 a.m. U.S. Eastern Time (“ET”) and ends January 31, 2019 at 11:59:00 p.m. ET (“Phase One”). The second phase of the Contest begins February 1, 2019 at 12:00:00 a.m. ET and ends April 30, 2019 at 11:59:00 p.m. ET (“Phase Two”).

#### **WHO MAY ENTER**

The Contest is open only to plumbers who are (1) legal and residing residents of the 50 United States and the District of Columbia, who are 18 years of age or older at the time of entry (19 years of age or older if a resident of AL or NE; 21 years of age or older if a resident of MS) (2) have internet access and a valid email address prior to the start of the Entry Period and (3) are in good standing with distributors prior to entering the contest (4) have a valid MyRheem or MyRuud account. Employees of Sponsor, and its subsidiaries and affiliates, and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related are not eligible. THE CONTEST IS VOID WHERE PROHIBITED.

#### **HOW TO ENTER**

Eligible individuals may enter the Contest by visiting MyRheem.com or MyRuud.com or accessing the Rheem or Ruud® App. An entrant must have a MyRheem or MyRuud account in order to participate in the Contest.

The entrant must submit the serial number of a Rheem Triton Water Heater (“Unit”) they have installed as well as a picture of the rating label on the water heater that has been replaced or installed. Only Units installed in the U.S. and within the active Phase of the contest may be entered.

Upon his or her first documented installation of the Unit replacing a competitor’s unit within the period of the Contest, the plumber will receive a Team Triton Plumber Bobblehead (“Bobblehead”). To document and verify that the Unit’s installation was a competitor replacement, the plumber must take a picture of the competitor’s water heater and submit the serial number of the competitor’s unit through MyRheem.com, MyRuud.com or by accessing the Rheem or Ruud App. Once documentation is received, a Bobblehead will be shipped within 72 hours.

Documentation includes registering the serial number of the Unit one of the three ways: 1) via the Team Triton promo icon from the Rheem or Ruud app home screen; 2) at the end of the warranty registration or 3) at the end of ProClub Points registration. The installation of any Unit will earn the entrant 5,000 ProClub Points upon the entry of its serial number. Units replacing a competitor’s product (with necessary documentation) will earn the entrant an additional 5,000 ProClub Points for a total of 10,000 ProClub Points.

The entrant may also earn 250 ProClub Points for each social media post (“Post”) to either Twitter or Instagram including either a photo or video of the Bobblehead as well as #TeamTritonPlumber in the body copy of the Post. There is no cap on posts per day per entrant to be awarded for social posts. The entrant must ensure that his or her social media handles are up to date on their MyRheem or MyRuud profile in order for social media post points to be rewarded.

The entrant may also earn an additional 250 ProClub Points when the Unit is installed and connected via the EcoNet® App. To receive the additional connectivity points, the Unit must be set up using EcoNet Smart Connect. The unit will be connected to the customer’s local WiFi and connects with the Rheem cloud, then verified via the Rheem mobile app (by the Unit’s serial number).

All Entries must adhere to all requirements set forth in these Official Rules and on the Contest Website. Only online entries submitted through MyRheem.com, MyRuud.com, the Rheem App or the Ruud App in accordance with these Official Rules will be accepted. No emailed, mailed or faxed entries will be accepted. No film, VHS, CD or DVD submissions will be accepted for entry into this Contest.

**PLEASE READ THE FOLLOWING REQUIREMENTS CAREFULLY. SUBMISSIONS WHICH DO NOT COMPLY WITH THESE REQUIREMENTS OF THE OFFICIAL RULES MAY BE DISQUALIFIED OR NOT FULLY CONSIDERED.**

## **ENTRY REQUIREMENTS**

- Only Units installed with documentation submitted within the active phase of the contest are eligible to earn points.
- The entrant must have an active MyRheem or MyRuud account.

All entries for Phase One must be submitted and received by January 31, 2019 at 11:59:00 p.m. ET. All entries for Phase Two must be submitted and received by April 30, 2019 at 11:59:00 p.m. ET. Sponsor reserves the right to examine the original source material in order to confirm compliance with these Official Rules.

Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled or misdirected entries, which will be disqualified. Receipt of entry will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt. Any automated computer receipt (such as a "thanks for entering" message) does not constitute proof of actual receipt of entry by Sponsor. In the event of a dispute as to any entry, the authorized account holder of the email account used to enter will be deemed to be the entrant. The "authorized account" holder is the natural person assigned the email account by email. Potential winners may be required to show proof of being the authorized account holder.

All Entries must be in keeping with Sponsor's image and may not be offensive or inappropriate, as determined by Sponsor, in its sole and unfettered discretion. The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Sponsor reserves the right, but will not be obligated, to review (or have its designee review) Entries for compliance with these Official Rules. Sponsor may disqualify any Entry or remove any Entry from the Contest Website for any reason, as determined by Sponsor in its sole and unfettered discretion, exercised at any time. By entering the Contest, entrant represents and warrants that (1) the submitted photograph is an original work created solely by the entrant or contains properly licensed third party materials as required in the "Releases" section below, (2) that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy / publicity or intellectual property rights of any other person or entity and (3) that no other party has any right, title, claim or interest in the photograph.

## **DISQUALIFICATION**

Any effort by an entrant to misrepresent himself or herself through the use of aliases, IP spoofing or multiple e-mail addresses will disqualify that entrant. Any effort by an entrant to submit Units installed before the active phase of the contest will disqualify that entrant. Entrants who disregard these Official Rules are not eligible to participate or win.

## **RELEASES**

If the social media post contains any material or elements that are not owned by the entrant and / or which are subject to the rights of third parties, and / or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules, without additional compensation. If any person appearing in any photograph is under the age of majority in their state / province / territory of residence, the signature of a parent or legal guardian is required on each release.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five business days after the request was sent by Sponsor or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

## **WINNER SELECTION**

Only those who meet the minimum requirements will be eligible to win the Grand Prize. These minimum requirements include:

- o Minimum installation of three (3) replacement Units
- o Minimum of one (1) connection to EcoNet of the Unit
- o Minimum of ten (10) social media postings with the hashtag #TeamTritonPlumber

For Phase One, one eligible entrant with the most ProClub Points from each region on January 31, 2019 at 11:59 p.m. ET will be awarded the Grand Prize. In the event of a tie within a given region, Sponsor will look at total number of ProClub Points (including those earned installing other products) and the entrant with the most overall ProClub Points will win the tie.

For Phase Two, one eligible entrant with the most ProClub Points from each region on April 30, 2019 at 11:59 p.m. ET will be awarded the Grand Prize. Second place prize is the next highest cumulative Points. In the event of a tie within a given region, Sponsor will look at total number of ProClub Points for other products and the entrant with the most overall ProClub Points will win the tie.

The Grand Prize winners will be notified on or around February 15, 2019 for Phase One and May 15, 2019 for Phase Two. Potential winner shall be required to sign and return within ten (10) days following an attempted notification, an Affidavit, Declaration or Certificate of Eligibility, Liability Release and, where legally permissible, a Publicity Release. The return of documents as undeliverable or failure to execute and deliver any required documents to Sponsor by the specified deadline may result in disqualification from the Contest and selection of an alternate potential winner.

## **CONTEST PRIZES**

Entrants with the most points earned will be granted top of search in the Commercial Water Heater section of the Dealer Locator and receive the Team Triton Plumber Badge.

Sixteen entrants (eight per phase: one per Region (Regions include West, Mountain, Midwest, Great Lakes, Northeast, Mid-Atlantic, Southeast, and Southwest) will win the Grand Prize. The Region map is available on the contest website, [TeamTritonPlumber.com](http://TeamTritonPlumber.com).

The Grand Prize will include a Lead Generation campaign valued up to \$5,000. This campaign will include and not exceed the following components: a) Rheem or Ruud branded direct mailer (selected from two (2) predesigned templates) or Rheem or Ruud branded emails (selected from two (2) predesigned templates); b) a list of businesses in the winner's local market or a list of businesses the winner provides; c) delivery costs via USPS postage or digital deployment; d) a custom, magnetic vehicle decal from the approved Rheem template to feature the winner's business name, logo, phone number and website along with the Team Triton Plumber design. This decal will be available in up to three (3) sizes for cargo vans, pickup trucks or box trucks.

Winners are responsible for providing Rheem with a list of unsubscribed contacts or opt-out requests for his / her region. If winners do not provide Rheem with any list of unsubscribed contacts or opt-outs requests, Rheem will assume that there are no lists and also will not be held responsible for any violation of the CAN-SPAM Act.

The prizes are non-transferable and no cash alternative is available. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize equal to the monetary value and / or specification, unless to do so would be prohibited by law.

## **LICENSE**

By entering the Contest, each entrant grants to Sponsor an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of his / her Entry, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; publication of a book featuring select Entries in the Contest; publication in Sponsor's publications or online highlighting Entries or the winner of the Contest. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a semi-finalist or winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or the choice not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

## **LIMITATION OF LIABILITY**

By entering this Contest, each entrant agrees to release, discharge and hold harmless Sponsor, and their respective partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors and representatives from any claims, losses and damages arising out of entrant's participation in this Contest or any Contest-related activities and the acceptance and use, misuse or possession of any prize awarded hereunder.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the internet or at any website, human errors of any kind or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

## **CONDITIONS**

Entrants agree that this Contest shall be subject to and governed by the laws of the state of Georgia and the forum for any dispute shall be in the state of Georgia, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and each entrant expressly waives any and all such rights. Certain restrictions may apply. By entering, entrants also agree that the decisions of the judges, Administrator and fan votes are final and binding with respect to all matters relating to the Contest.

## **RIGHT TO CANCEL OR SUSPEND CONTEST**

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process and / or to cancel, terminate, modify or suspend the Contest.

## **WINNERS LIST**

Entrants are responsible for complying with these Official Rules. Winner's name will be available online at [TeamTritonPlumber.com](http://TeamTritonPlumber.com).

## **DATA PRIVACY**

Entrants agree that personal data, especially name and address, may be processed, shared and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor or Administrator in order to verify the participant's identity, postal address and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify or cancel any personal data held by Sponsor by writing to Rheem Manufacturing Company, 1100 Abernathy Road, Suite 1400 Atlanta, GA 30328. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.