

The following contest is intended for participants in Arizona only and will be governed by Arizona laws. Do not proceed in this contest if you are not eligible or not currently located in Arizona. Further eligibility restrictions are contained in the official rules below.

## The Oldest A/C Contest

### OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

Contest Administrator: Day & Night Air Conditioning, Heating and Plumbing LLC, 3669 East La Salle Street, Phoenix, AZ 85040

Contest Sponsor(s):

Day & Night Air Conditioning, Heating and Plumbing LLC, 3669 East La Salle Street, Phoenix, AZ 85040

#### 1. HOW TO ENTER

- a. These rules govern the Oldest A/C ("Contest"), which is being conducted by Day & Night Air Conditioning, Heating and Plumbing LLC ("Company"). The Contest begins on Monday, January 13, 2025, and ends on Sunday, February 9, 2025 ("Contest Dates"). Entrants may enter online only.
- b. To enter the Contest, entrant may enter beginning on Monday, January 13, 2025, 12:01AM MST and ending on Sunday, February 9, 2025, 5:00PM MST ("Entry Period").
  - i. To enter, (1) text the Keyword "DAY" to 602-649-1889 within the time period specified to enter the Contest. By texting to enter the Contest, entrant consents to receive automated messages about the Contest on his or her cell phone. Standard message and data rates may apply. The frequency of automated message(s) that an individual may receive after entering the Contest may vary. An automatic message will be sent back to entrant via text with a link to the online entry form that must be completed and submitted during the Entry Period outlined above. (2) Or visit <http://www.dayandnightair.com/oldest-ac-contest/> and complete and submit the online entry form during the Entry Period outlined above. All entrants are subject to all notices posted online including but not limited to the Company's Privacy Policy. Multiple participants are not permitted to share the same email address or residential address. P.O. Boxes are not permitted as addresses.  
Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Contest Administrator. Company assumes no responsibility for charges incurred for text messaging, including, without limitation, any text messages or Contest notices from the Company. To be eligible to win, entrants in the Contest

must provide all information requested including, but not limited to entrant's full name, email address and/or complete home address in Maricopa County, Arizona (including zip code), day and evening phone numbers, and date of birth to verify eligibility. P.O. Boxes are not permitted as addresses.

- c. Entrants will be provided with an opportunity to opt-in for marketing communications as part of the entry process, but marketing communications is not required to enter the contest.
- d. Only one (1) entry per person is permitted regardless of the method of entry. There will a total of One (1) winner selected in the Contest.
- e. All entries must be received by the end of the Entry Period.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Contest is open to all residential property owners who are legal U.S. residents of the state of Arizona, eighteen (18) years of age or older, who reside in their own home in the Metropolitan Phoenix Area in Maricopa County, AZ. Void were prohibited or restricted by law. Commercial properties are not eligible for this Contest.
- b. The following individuals are NOT eligible to enter Company contests at any time, even if such individuals meet the age and residency requirements above: (1) Any employees (i.e., full-time, part-time and/or temporary employees) of the Company, Day & Night Air Conditioning, Heating and Plumbing LLC, Contest Sponsor, or any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (2) Any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (3) Any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners.
- c. Unless the Company otherwise specifies, persons who have previously won a prize (cash, services, merchandise) from a contest or Company event are subject to the following restrictions: Persons who have won a prize valued up to \$100 in the thirty (30) days prior to entering the Oldest A/C Contest are not eligible to participate. These restrictions also apply to immediate household members of contest or prize winners.
- d. To claim a prize, the winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and Social Security Number.
- e. Entrants are required to provide truthful information, and the Company will reject and delete any entry that it discovers to be false or fraudulent. The Company will disqualify any entrant who does not meet the eligibility

requirements and will also delete any entry as required by law.

- f. This Contest is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Company, which are final and binding in all respects.

### 3. PRIZES

- a. One (1) Grand Prize will be awarded. One Grand Prize Winner will receive one (1) Fully installed, fully operational, high efficiency AC system with an air purifier (ARV: \$12,000). The winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the prize(s). The prize is non-transferable and cannot be redeemed for cash.

(2) Winner must be able to have the AC system fully installed by March 10th, 2025, or the prize will be forfeited. 90-day exception for installation to be completed only in case of equipment shortages.

- b. All sales, prizes and other taxes, gratuities and any other incidentals associated with the prizes are the sole responsibility of the prize winner(s). Prizes are not transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability, in which case, a prize of equal or greater value will be awarded. The Company assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the prize. The Company reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug, computer, or other problem beyond the control of the Company corrupt the administration, security, or proper execution of the Contest, or the Internet portion of the Contest. Decisions of the Company are final.
- c. If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of the Company management with respect to the Contest are final.
- b. One (1) Grand Prize Winner will be selected in the Contest Monday, February 10, 2025. Winner will be the entrant whose entry was received during the promotional window with the oldest air conditioner as determined by Day & Night Air Conditioning, Heating and Plumbing LLC. The oldest air conditioner will be determined according to the objective information (i.e., nameplate), installation or purchase paperwork provided by the homeowner, or the best judgment of Day & Night Air Conditioning, Heating and Plumbing LLC representatives. Representatives from Day and Night Air Conditioning, Heating and Plumbing LLC must be allowed access to the existing air conditioner to examine the installation and to record the equipment's nameplate to verify age of the air conditioning unit. The existing central cooling system must still be operating and providing cool air to the home. The air conditioner must be the one

described in the contest entry. Cooling system must be located in a single-family residence in Maricopa County, Arizona.

- c. In the event there is a tie for the oldest Air Conditioning Unit as determined by Day & Night Air Conditioning, Heating and Plumbing LLC, a random drawing from amongst the entries included in the tie will be held to determine the winner.
- d. Odds of winning depend upon the number of eligible entries received during the promotional window and the ages of the air conditioner units associated with such entries.
- e. Potential winner will be notified of winning by telephone at the time of the drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential winner(s) will be required to respond to such notification attempt and must execute and return, along, an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Contest Sponsor liability release forms by Friday, February 14, 2025 of such notification or notification attempt or prize(s) will be forfeited. If a potential winner(s) is deemed ineligible for any reason, cannot be contacted, fails to sign and return the fully executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize(s) and an alternate winner will be selected. The Company or Contest Administrator or Sponsor is not responsible for any changes in an entrant or winner's email address, phone number, mailing address or other contact information.

## 5. CONDITIONS

- a. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins or any other methods may void that entrant's entries, and that entrant may be disqualified. The use of any device to automate multiple entries is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Company's discretion. The Company's or its Contest Administrator's computer or telephone system is the official time keeping device for this Contest. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address, or (ii) is assigned to the mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Company, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the entry process or the operation of the Contest. Failure to comply with the rules of the Contest may result in an entrant's disqualification and/ or forfeiture of any prize or prizes. If the Company makes a good-faith determination that an entrant has cheated or committed fraudulent activity in connection with a Contest, the Company may disqualify that entrant from entering and/or winning this and any or

all future Company administered contests and seek damages to the fullest extent permitted by law.

- b. The Company reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Contest, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Company makes material changes to the terms and conditions of the Contest, any such material changes will be posted on its Contest webpage: <https://www.dayandnightair.com/oldest-ac-contest/> within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Company, any competition or prize- related event or travel is delayed, rescheduled, postponed or cancelled, the Company reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Contest and shall not be required to award a substitute prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Contest webpage: <https://www.dayandnightair.com/oldest-ac-contest/>, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.
- c. Calling the Company regarding the Contest constitutes permission for the Company to tape the caller's voice and use it on the air. All telephone calls during the Contest may be taped without further permission from the caller. By entering the Contest and/or acceptance of prize(s), all entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
- d. Winner will be required to produce identification satisfactory to the Company. For example, winner will be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Company prior to receiving their prize. Winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use of their prize and may receive an IRS Form 1099-Misc for all prizes won from the Company in any calendar year where the aggregate value of all such prizes is \$600 or more. The Contest is void where prohibited by law. Failure to comply with the terms and conditions applicable to Contest entry, including without limitation submitting an incomplete or fraudulent entry, and/or failing to complete the entry process, will result in such Entry being disqualified from such Contest. Any individual(s) that is found to be, or suspected of, tampering with a Contest in any way, including without limitation by making a fraudulent entry, by engaging in any "deal-making" with or between other Contest entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any prize(s), as applicable, and may be banned from any future participation in any Contest as determined by Company at its sole discretion

and on a case-by-case basis.

- e. Participation in a Contest and/or acceptance of prize(s) constitutes agreement by entrant and/or winner (and by winner's guest(s) if applicable) release, forever discharge, indemnify, and hold harmless Company, its affiliates, parents, assigns, successors, employees, participating Contest Sponsors, agents and all others connected with them and the Contest (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Contest, and the receipt and use of any prize(s) awarded (if any) through such Contest arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Company, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Contest.
- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Contest or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or winner(s) (and winner's guest(s) if applicable including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Contest cannot be conducted and/or if a prize, either in whole or in part, cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.
- g. Except where prohibited, by entering the Contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Phoenix, Arizona; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Arizona law governs the interpretation and construction of these Official Rules, and all aspects related thereto.

## 6. PRIVACY

- a. By participating in the Contest, entrant agrees to the Company's Terms & Conditions and to the use of entrant's personal information as described in the

Privacy Policy located at: [DayandNightAir.com](http://DayandNightAir.com). In the event of conflict between the Company's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

## 7. COPY OF OFFICIAL RULES

Any violation of these rules may result in disqualification. Consistent with Section 1(d), only one (1) entry per person. Any attempt by any one or more entrants to obtain more than one entry by using the same email address, and/or phone number or similar registration method through any means including, without limitation, multiple/different email addresses, and/or phone number, or other methods will void all entries from that address or phone number, and such entrant(s) will be disqualified.

Copies of these rules are available at the Company's contest webpage: <https://www.dayandnightair.com/oldest-ac-contest/>, in person at the Company 3669 E. La Salle St., Phoenix, AZ 85040, during regular business hours 8:00 a.m. to 5:00 p.m. or by sending a request, along with a self-addressed stamped envelope, to the Company at the same address.