

HD Supply
“Spring Prize Pack” Sweepstakes
Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The “Spring Prize Pack” Sweepstakes (the “Sweepstakes”) is intended for legal residents of the United States of America (USA). Do not enter this Sweepstakes if you are not located in the USA at the time of entry.

Sponsor/Administrator: The Sweepstakes is sponsored by HD Supply 101 Riverview Pkwy, Santee, CA 92071 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402, Rochester, NY 14614 (the “Administrator”).

Eligibility: Entrants must be legal residents of the USA who have reached the age of majority in their state of residence at the time of entry (the “Entrant”). In addition, Entrants must be registered attendee (in person or virtually) at a trade show that HD Supply is exhibiting at (NOTE: Entrants cannot be exhibitors, vendors, or media representatives). **This Sweepstakes is not open to the general public.** Employees, officers, directors and representatives of the Sponsor, the Administrator, and all of their respective parent, subsidiary and affiliate companies, distributors, advertising and promotion agencies and any other agency that provides services in connection with this Sweepstakes, as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether related or not (collectively, the “Released Parties”), are not eligible to participate in this Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation in this Sweepstakes constitutes Entrants’ full and unconditional agreement to these Official Rules and the Sponsors decisions, which are final and binding in all matters related to this Sweepstakes. Winning the Prize (as defined below) is contingent upon fulfilling all requirements set forth herein. **Void where prohibited or restricted by law.**

How to Enter: The Sweepstakes will begin at 12:00:01am Pacific Time (PT) on February 1, 2021 and ends 11:59pm PT April 31, 2021 ("Promotional Period"). Entrants can enter the Sweepstakes by completing at least one (1) of the following steps:

- 1. Dropping a business card off at the trade show booth**
- 2. Filling out an entry card (leads card) at the trade show booth**
- 3. Scanning their badge at the trade show booth**
- 4. Filling out a survey with contact information at the virtual trade show booth**

Note: Entrant must provide a valid email address regardless of the method of entry. Limit: One (1) entry per Entrant per trade show.

By participating, you consent for Sponsor to obtain, use, and transfer your name, address, and other information for the purpose of administering this Sweepstakes and for other purposes as set forth below.

Use of Data: All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at http://hdsupplysolutions.com/shop/static-privacy_policy. By participating in the Sweepstakes and providing your email address, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

General Conditions: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) printing errors; (ii) tampering, unauthorized intervention; (iii) fraud; (iv) technical failures or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time without notice and award the Prize using all non-suspect eligible entries received as of, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. The Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; or acting in

violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to correct an error in any promotional materials or these Official Rules.

By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any Prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Drawing & Notification: The Prize drawing will be conducted by the Sponsor (as listed above), whose decisions are final in all matters relating to this Sweepstakes. The Prize drawing will be conducted on or about May 12, 2021. Odds of winning the Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Prize Winner will be notified by the Sponsor via email.

Prize: One (1) Prize Winner ("Winner") will receive a prize package consisting of the following:

- Bose headphones
- Koozie

- Bluetooth speaker
- Bag
- Bottle

("Prize")

Prize package has an approximate retail value ("ARV") \$300.00.

Note: Prizes might change.

Prize Conditions: No substitution or transfer of prize will be permitted, except by the Sponsor, who reserves the right at its sole discretion to substitute the Prize (or Prize component) with another prize of equal or greater value. By accepting a Prize, the Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. The Winner will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winner is responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Prize Winner, if the potential Prize Winner cannot be reached or does not comply with notification instructions within three (3) business days from the first notification attempt, or if a potential Prize Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Prize Winner may be selected. The Sponsor is not responsible for failure for any reason whatsoever of a Prize Winner to receive notification or for Sponsor's failure to receive the Prize Winner's response or documentation.

By accepting a Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval, or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT

LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

Disputes: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

Severability: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

Miscellaneous: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings,

whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

Winners List: To request confirmation of the name and city/state of residence for the Winner, please send a self-addressed, stamped business size envelope, by June 15, 2020, to: ASC/HD "Spring Prize Pack" Sweepstakes Winners List, 300 State Street, Suite 402, Rochester, NY 14614.