

GARAGE GIVEAWAY TERMS AND CONDITIONS

No purchase necessary. Terms and conditions apply. See the CBH website for details.

Entrant Qualifications:

Entrants must be aged 21 or over at the time of entry to participate in the CBH Garage Giveaway (the “Promotion”). The following are not eligible to participate: (i) employees and immediate family members of employees of CBH Homes (“the Promoter”), any company responsible for redemption of prizes/vouchers or for supplying prizes for the promotion and their respective franchisees, subsidiaries, agents and advisors (collectively, “Sponsors”), (ii) other persons assisting with this Promotion, (iii) any person not being an individual person, (iv) any syndicate or collection of persons acting in concert, (v) any person entering via an agent or using the services of or which is an entity carrying on the business of entering (or advising on entering) prize promotions and (vi) any person using any application or process to submit an entry on that person’s behalf automatically or by proxy.

Contest Period:

The Promotion is scheduled to start August 31, 2024, and end October 11, 2024. The expiration date may be extended by the Promoter in its sole discretion. Entries received after the Promotion ends will not be eligible for a prize.

Entry:

To enter, accurately and completely submit an entry form at <https://cbhhomes.com/promotions/garage-beer-giveaway/> using a valid email address. One entry per person. Incomplete entries and multiple entries may be excluded. An entrant’s “valid email address” (i) must be the entrant’s personal email account or one under that entrant’s control, and (ii) must not have been used by anyone else to enter the Promotion, failing any of which the entry will become void, and that person may be adjudged by the Promoter to be ineligible for this Promotion (within the Promoter’s discretion). PLEASE MAKE SURE THE CORRECT EMAIL ADDRESS IS ENTERED AS ERRORS CANNOT BE RECTIFIED LATER.

Claim and Delivery:

Promoter will notify the winners via email to the email address given in the entry form. Prizes must be claimed within 15 days after notification from the Promoter by responding to Promoter’s email and accepting award of the prizes. The prize winner must accept delivery of all prizes within 30 days after the prizes are claimed. The failure to timely claim a prize or accept delivery of the prize will result in a forfeiture of the prize, whereupon Promoter may, but shall not be required to, select another winner. Prizes will be awarded on verification by the Promoter that the winner has complied with these terms and conditions.

Promoter’s sponsors will cover standard delivery charges within 50 miles of 1977 E. Overland Road, Meridian, ID 83642. The prize winner is responsible for any additional delivery

costs of all prizes. Delivery of the garage is provided by the garage supplier and the prize winner is subject to all terms, conditions, and limitations of delivery, including scheduling and receipt of the garage. The winner must be present to accept delivery. Promoter shall have no liability for damage, loss or liabilities incurred to the prize or otherwise in transit to or upon delivery to prize winner's location. The winner is responsible for providing a suitable location to place the garage, including sufficient setbacks, pad and overhead clearance. Preparing the pad for the garage and additional costs incurred to access the garage location are the responsibility of the prize winner. The prize winner is responsible for all code compliance, homeowner association and architectural control committee approvals, in addition to any other approvals or permits necessary to place the garage at the specified location (collectively, "Approvals"). Promoter may refuse delivery of the garage if it has knowledge the garage will violate any required Approvals. Promoter is not responsible for determining the necessity of any Approvals.

Taxes:

Winners must provide Promoter with a fully completed and signed IRS form W-9. Each winner is solely responsible for reporting and paying any and all applicable taxes. Promoter reserves the right to withhold and deduct taxes and charges from the prize if and to the extent required by law. Promoter will issue an IRS form 1099 to the winner for the value of the prize. Prizes are not transferable, redeemable for cash or exchangeable for any other prize.

Disclaimers:

The garage is wired for connection to a suitable generator (not included). Connection to another electrical source may require licenses, permits and approvals, which licenses, permits and approvals are the sole responsibility of the prize winner.

By claiming a prize, the winner represents for the winner and, if relevant, his or her companion(s) sharing the prize, that each agrees to these terms and conditions, any element of the prize or the redemption of goods or services using the prize of the prize supplier or, in the case of more than one contractor being involved in the provision of a prize, the suppliers, provided that if any such terms and conditions conflict with the interpretation of these terms and conditions then the latter shall prevail.

All advertisements depicting the prizes and prize descriptions are illustrative rather than definitive. Any advertisement of the cash value of the prize-pool represents the Promoter's best estimate of the normal retail-price for all prizes which are available to win; it does not thereby imply that any prize will be awarded in the absence of a corresponding valid claim. Reproduction of any prize-imagery does not thereby imply any endorsement or association by the producer of that prize-type nor by the owner of any brand associated with that prize-type.

To the fullest extent permitted by applicable law (but not otherwise) the Promoter and its agents assume no responsibility and are not liable for: (i) the accuracy or otherwise of the prize description or illustration, (ii) the non-availability, loss, interception or interference with, late or non-receipt, corruption or damage of or to any entry, prize claim, prize or notification or other communication, (iii) (other than those warranties or conditions implied by statute and which cannot be excluded by the Promoter) any representation, warranty, condition or guarantee in

respect of a prize, (iv) any taxes, fees, charges or other costs which winners may be required to pay at any time in connection with a prize, (save to the extent that the Promoter has expressly and specifically accepted responsibility in these terms and conditions for the same), or (v) any actual or perceived loss of opportunity or damage arising in connection with the termination or suspension of the Promotion (or any part, feature or element of the Promotion) at any time and which suspension or termination is due to supervening circumstances beyond the Promoter's control (although the Promoter will still honor any valid claims received prior to the termination or suspension).

Accommodation:

The Promoter may (i) extend any time limit, exercise a right of discretion or waive any of these terms and conditions where a person might otherwise have been disqualified or otherwise disadvantaged (without obliging the Promoter to extend any time limit, exercise a right of discretion or waive any term or condition on any further occasion for that entrant or at all for any other person), (ii) terminate or suspend the Promotion (or any part, feature or element of the Promotion) at any time due to supervening circumstances beyond the Promoter's control including (without limit) those which the Promoter determines have or are likely to compromise the security or credibility of the Promotion (or the affected part, feature or element of it), and (iii) substitute a product deemed to be an appropriate replacement and of equal or greater value in the place of any of the prizes (or any part of a prize). The Promoter's decision in the exercise or interpretation of any of its rights or discretions in connection with these terms and conditions shall be final and binding and reference to the discretion of the Promoter shall mean its sole discretion.

Publicity; Use of Personal Information:

By participating, all participants and winners grant Promoter and Sponsors perpetual permission and license to use, reproduce, display, transmit and distribute their names, characters, photographs, voices, and likenesses in connection with this Promotion and other promotions of Promoter and/or the Sponsors through all media now known or hereinafter developed, and waive any claims to royalty, right, or remuneration for such use. By participating in the Promotion, participants agree that Promoter and Sponsors may disclose personal information obtained from participants in the Promotion to third parties and use such information for marketing and other purposes on a worldwide basis in perpetuity.

All entries become the property of Promoter and will not be returned. To be removed from our direct mail, email or fax lists, click the unsubscribe link in Promoter's emails or send a self-addressed, stamped envelope with your request to CBH Homes, 1977 E. Overland Road, Meridian, ID 83642.

Release and Indemnity:

By participating in the Promotion, each participant and winner (i) waives any and all claims of liability against Promoter, its parent, related, affiliated and subsidiary companies and the employees and agents of each (collectively, the "Company Released Parties"), the Promotion's sponsors, and their parent, related, affiliated and subsidiary companies and their

respective employees and agents (collectively, the “Sponsor Released Parties,” together with the Company Released Parties, the “Released Parties”), for any loss, claim or cause of action or personal injury which may arise out of the conduct of, or participation in, the Promotion, or from the use of any prize including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, software applications, mobile devices, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors of any kind in the promotion or administration of the Promotion or the processing of entries; or (f) injury (up to and including 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 Promotion or receipt or use of any prize, and (ii) agrees to indemnify Released Parties from any and all liability resulting or arising from the Promotion and does hereby acknowledge 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 prize, including express warranties provided exclusively by prize supplier that are sent along with the prize. Each participant further agrees that in the event of any claim, the Released Parties’ liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees. Each participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.