

Counteri Ugly Kitchen Contest Official Rules

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. SUBJECT TO APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.

2. ELIGIBILITY. The “Ugly Kitchen Photo Contest” (the “Contest” or “Promotion”) is open to U.S. residents who reside in Maricopa or Pinal County, Arizona who are 21 years or older and own their home at the time of entry. Employees, officers, and directors of Counteri or E2U (“Sponsor”), and its respective affiliated companies, and advertising and promotional agencies, and the immediate family members (defined as one’s spouse; and one’s parents, children, siblings, their respective spouses), regardless of where they live, and those domiciled with any of the foregoing (whether related or not) are not eligible to enter the Contest or win a prize. Void outside Maricopa and Pinal County, Arizona and elsewhere where prohibited. Kitchens submitted for entry into contest must be functional (i.e., not damaged by fire, flood, etc.), at least 80% of the kitchen countertop must be visible and free from clutter in the photo or photos submitted,

3. CONTEST PERIOD. The “Contest Period” will begin at 12:01 a.m. (.) on October 10, 2023, and end on November 12th, 2023 and 11:59pm, inclusive of the following deadlines: A) GENERAL ENTRY VIA EMAIL: The contest will open for submissions at 12:01 a.m. (C.S.T.) on October 10, 2023 and close for entry submissions On November 12th, 2023 at 11:59 p.m.

4. Contestants will be required to apply at this www.counteri.com/contest and upload pictures and the total square foot of their kitchen. Contestants must also like our Facebook page, tag three friends of our Ugly Kitchen Contest Facebook post and share the post to their personal Facebook page. Only one submission is allowed per person, per residence.

5. SELECTION OF WINNER: This contest is eligible to all persons who adhered to the official contest rules. Counteri will use software to ensure 100% random drawing.

Counteri will announce the winner of the Ugly Kitchen Contest on Wednesday, November 15, 2023. G) ANNOUNCEMENT OF WINNER: via Facebook on Wednesday, November 12, 2023.

6. TO ENTER: Go to www.counteri.com/contest Complete the nomination to full completion, photos of your kitchen and dimensions are required.

7. ENTRY PARAMETERS. Each photo submitted must be authentic, and accurately depict the kitchen. The photos may be cropped as the submitting contestant prefers, but photos must not be digitally altered or enhanced in any way other than cropping. The photos must be taken by the entrant. The photos: (i) must be the original and sole creation of the entrant, and all right, title and interest including but not limited to the copyright and moral rights in all of the photos must be owned solely by the entrant, (ii) must not have been submitted in any other competition, (iii) must not have been published in any other medium/forum, (iv) must not infringe upon any third party's rights, including but not limited to, copyright, patent or trademarks/trade names/logos, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light, (v) must not violate any law, rule or regulation, (vi) must not contain any virus, bugs, or other deleterious material, and (vii) must not, for example, without limitation, contain, profanity, nudity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic groups, threats to any person, place, business, group or world peace; and each entrant warrants and represents that each of his/her photos comply with all of those conditions. No Photo can contain, among other things, the trademark, trade name or logo of any third party or entity or product (including but not limited to the trademark, trade name or logo of any business or product competitive with Sponsor or any Sponsor product). Further, Sponsor may disqualify any Entry which it deems, in whole or in part, in its sole opinion, inappropriate for publication (including but not limited to posting on Facebook) in connection with the Contest. By entering, each entrant grants permission for the use of his/her Entry, or any website in connection with this promotion, and the advertising, promotion, and publicity of the promotion, and otherwise, as stated in these Official Rules (as solely determined by Sponsor); and each entrant warrants and represents that he/she has all right and authority to grant such permission. Notwithstanding anything to the contrary, however, there is no obligation of the Sponsor or any other person or entity to post or make any use of the Entry, in whole or in part, of any particular entrant, or of any entrant. Conditions of Entry: Once submitted, photos become the sole property of Sponsor and will not be returned. There is a limit of one (1) Entry per property address for the entire Promotion. Any attempt by any contestant to obtain more than one (1) entry by using multiple/different addresses, email addresses/ identities or any other methods will void that participant's entries, except only for the first Entry received from that participant. Notwithstanding anything to the contrary, Sponsor reserves the right to disqualify any Entry that contains any photo that Sponsor, in its sole opinion, deems inappropriate for publication. Each Entry must be received and recorded by the contest computer during the contest period. Questions concerning the Promotion will not be acknowledged or responded to. Any Entry that does not conform to these Official Rules or is submitted in any manner other than as stated in these Official Rules will be disqualified.

8. PRIZE AND PRIZE VALUE. GRAND PRIZE to include custom epoxy countertops, and custom refinished cabinets with new hardware. Approximate Retail Value – not to exceed \$7,500. Prize includes installation. Prize does not include new kitchen appliances. Prize does not include major construction or all-new kitchen cabinetry or new sink and/or faucet.

9. PRIZE CONDITIONS. The new custom epoxy countertop for the Ugly Kitchen contest winner, will be installed in the home by or before December 17, 2023. Prize is not transferable. No prize substitution or cash equivalent of advertised prize or any prize component is at the sole discretion of Sponsor, for a prize/prize component of equal or greater value, due to unavailability of advertised prize/prize component for any reason. If the potential winner cannot accept the prize as stated, the prize will be forfeited in its entirety. Winner is solely responsible for all state, local and/or federal taxes on the prize. Any expenses not specified herein related to acceptance or use of prize, are the winner's sole responsibility. Prize winners must complete and sign an Affidavit of Eligibility, a Liability Release, and a Publicity Release (where legal), to be returned within 10 business days of the date of prize notification. In the event of noncompliance with this requirement or if prize/prize notification is returned as undeliverable, or if the potential winner is found to be ineligible or otherwise not in compliance with these Official Rules such prize will be forfeited.

10. GENERAL CONDITIONS: By participating, contestant (a) agrees to abide by and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects; and (b) releases and agrees to hold harmless **Counteri, LLC and its parent company E2U LLC**, affiliates and subsidiaries, and the officers, directors, shareholders, agents and employees of any of the above organizations (collectively and individually, "Releasees") from any and all actions, claims, injury, loss or damage (whether due to negligence or otherwise) to person(s), including death, or property, or due to breach or failure of any representation or warranty, or infringement upon any third party's rights, arising in any manner, directly or indirectly, in whole or in part from participation in this Promotion or any Promotion-related activity, or the possession, misuse or use of any prize. By accepting a prize, the winner consents (and agrees to confirm that consent in writing upon request) to Sponsor and those acting pursuant to the authority of Sponsor, the right, in perpetuity, to the use of winner's name, photo, picture, voice, likeness and Entry (and notwithstanding anything to the contrary in these Official Rules, grants a non-exclusive license for the use of the Entry, which may be edited, modified, altered, changed, used alone, together, or with other works, or content and/or used in composite form, with or without comment or commentary, all as solely determined by Sponsor) at any time or times in all media now known or hereafter discovered or devised, worldwide, including on the Internet and World Wide Web, for advertising, commercial, trade and promotional purposes, without additional compensation unless prohibited by law, and without notice, review or approval. Contest winner irrevocably sells, assigns

and transfers to Sponsor all right, title and interest in and to winner's Entry and individually to each of the photos contained in the Entry, including but not limited to all copyright and trademark rights, and waives all moral rights in favor of Sponsor, which winner may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Upon request of Sponsor, the Contest winner shall execute and deliver such additional instrument of sale, transfer and assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the subject Entry and individually to each of the photos contained in the Entry and of the copyrights, and trademarks transferred, and all moral rights waived. Should Sponsor fail to request the said additional instrument of sale, transfer and assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request that instrument, and the winner agrees to honor and comply with such request.

11. LIABILITY LIMITATIONS: Releasees are not responsible for lost, late, misdirected, incomplete, postage due or non-delivered mail, Entries or e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software or program/programming, Website, telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture or transmission of registration, Entry or other information or the failure to capture, or loss of, any such or similar information. Persons who tamper with or abuse any aspect of this Promotion, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed, third party or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods. Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the Web site or any web site. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or any other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or photos, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion, and select the winner from photos received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Releasees are not responsible for any incorrect or inaccurate information, whether caused by Website users, or any website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized

access to or use of this Web site or any web site. Releasees are not responsible for typographical or other errors in the offer or administration of this Promotion, including, but not limited to, errors in advertising, the Official Rules, the selection and announcement of the winner or the distribution of the prize. In case of dispute, the authorized subscriber of the e-mail account used to enter the Promotion at the actual time of Entry submission will be deemed to be the contestant and must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet Access Provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses. If the dispute cannot be resolved to the satisfaction of the Sponsor the persons in dispute will be disqualified, and the prize will be forfeited. Anyone found attempting to defraud Administrator and/or Sponsor in any way will be disqualified and may be prosecuted to the full extent of the law.

12. DISPUTE RESOLUTION/CHOICE OF LAW Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court or the appropriate Arizona State Court State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Releasees in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Arizona without giving effect to any choice of law or conflict of law rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona.

13. SPONSORS RIGHTS IN ENTRIES. By entering the Contest, each contestant grants to sponsor an exclusive, royalty-free and irrevocable right and license to publish, print, edit or otherwise use the contestant's submitted entry, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) through promotions of all types.