OnCall Air Summer Raffle

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. To participate in the OnCall Air Summer Raffle ("Raffle"), sign up for OnCall Air, attend the onboarding and make a sale within 30 days of sign-up.
- 2. You may enter the Raffle from July 18, 2023, at 12:00 AM/EST through September 30, 2023 at 11:59 PM/EST (the "Raffle Entry Period") Entries not received within the Raffle Entry Period may be discarded. Limit: One (1) entry per person.
- 3. Alternate Method of Entry (AMOE): To enter by Mail send a 3"x 5" piece of paper including your name, address (P.O. Boxes not permitted), day/evening phone number, email address, and date of birth, and mail it, in a business size #10 envelope (including proper postage) to: **OnCall Air Summer Raffle**, at the address specified for manual entries below. All mailed entries must be handwritten, complete, legible, and postmarked by September 30, 2023. Limit: One (1) entry per -person. All entries become the exclusive property of the Administrator, and none will be acknowledged or returned. Proof of sending will not be deemed to be proof of receipt by Administrator. Administrator is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due mailed entries, which will be disqualified.

Address for mailed entries is:

Watsco Ventures, LLC Attn: OnCall Air Summer Raffle 2665 South Bayshore Drive, Suite 901 Coconut Grove, FL 33133

4. The tentative Prize winner(s) will be selected from a random drawing conducted at 11:00 am EST on October 31, 2023, in Coconut Grove, Florida by the Administrator (Watsco Ventures, LLC), or its designated representatives, whose decisions are final. Winners will be selected in a random drawing from all eligible entries received. The odds of winning will depend upon the number of entries received. A list of winners can be obtained by sending a written request to Watsco Ventures, LLC, *Attn: OnCall Air Summer Raffle,* 2665 South Bayshore Drive, Suite 901, Coconut Grove, FL 33133.

- 5. Participants that are selected as potential prize winners will be notified via email within 1-2 business days to confirm profile information and will be sent a Declaration and Release form. Declaration and Release forms must be signed and returned to Watsco Ventures, LLC (the "Administrator") to be eligible to win. Once contacted via email, a selected participant will have 3 business days to reply, including returning the signed Declaration and Release form, to claim the prize. If a participant does not reply within 3 business days or is found to have provided false profile information, the selected participant will forfeit the prize and, at the Administrator's sole discretion, an alternate winner may be selected.
- 6. Eligibility. To participate in this Raffle:
 - i. No purchase necessary.
 - ii. You must be 18 years of age or older to participate.
 - iii. The Raffle is open only to legal residents of the fifty (50) United States (including the District of Columbia, excluding Rhode Island) and Canada.
 - iv. Employees, officers and representatives of the Administrator (Watsco Ventures, LLC), and their respective affiliated companies set forth below in subsection "v" (collectively, the "Promotion Entities"), as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. Subject to all federal, state, municipal, provincial, territorial, and local laws and regulations. VOID WHERE PROHIBITED BY LAW.
 - v. The participant must sign up for OnCall Air by September 30, 2023, attend the onboarding and make a sale within 30 days of sign-up or submit a free entry via U.S. Mail.
- 7. Prize will be shipped to the verified prize winner's home address, at Administrator's discretion. Prize winners will not be responsible for any shipping costs. If a prize or prize notification delivered to a home address is returned as unclaimed or undeliverable to the potential winner, for more than thirty (30) days, then such person shall be disqualified and, at Administrator's sole discretion, an alternate prize winner may be randomly_selected.

8. By entering the Raffle, participants fully and unconditionally agree to be bound by these Official Rules.

Prizes

There is a total of 1 prize to be won valued at approximately \$596. Below are the details on the products per prize:

- One (1) iPad 10th Generation Wifi + Cellular
- One (1) OnCall Air Yeti (color may vary from what is pictured in promotional material)
- One (1) OnCall Air Tool Pen

Prizes are not transferable or redeemable for cash and prize substitutions will not be allowed, except at the sole discretion of the Administrator; however, the Administrator reserves the right to substitute a prize (or component thereof) of equal or greater value at the Administrator's sole discretion if the advertised prize (or component) becomes unavailable for any reason. Any taxes or fees which may arise and be due or asserted on account of the prize shall be the sole responsibility of the prize winner. Any prize details that are not set out in the table above are at the sole discretion of the Administrator. The prize winner is solely responsible for all matters relating to the prize after it is awarded.

By accepting a Prize, the prize winner agrees to release and hold harmless the Administrator, Promotion Entities, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents (collectively the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of the prize in question.

By accepting a Prize, where permitted by law, the prize winner agree to execute a Release Form and grants to the Released Parties and those acting pursuant to the authority of any Released Party, the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the prize 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 THE RAFFLE OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE. By

participating, participants 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 the Raffle or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of any prize. A prize 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 any prize.

Watsco Ventures, LLC reserves the right to add, remove or modify items on this Raffle without prior notice to participants.

GENERAL CONDITIONS: If for any reason the operation or administration of this Raffle is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Administrator which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Raffle, the Administrator 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 Raffle in whole or in part, at any time, without notice and award a Prize using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Administrator reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Raffle or Administrator's Mobile Apps; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY MOBILE APP OR DIGITAL ENTITY (WEBSITE, ETC.) OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE ADMINISTRATOR 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 Administrator to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Raffle, participants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Raffle or receipt or use of any prize, including, but not limited to: (a) any incorrect or inaccurate information, whether or not caused by participants, Sponsor or any of the equipment or programming associated with or utilized in the Promotion; (b) any technical errors of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, (c) any failure of Sponsor to receive and process an entry submitted by participant in accordance with these Official Rules; (d) unauthorized human intervention in any part of the Raffle; (e) printing errors; (f) lost, late, postage-due, misdirected, or undeliverable mail or electronic submissions; (g) errors in the administration of the Raffle or the processing of entries; or (h) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Raffle or receipt of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Administrator on account of technical problems, human error or traffic congestion on the Internet or at any Website or mobile app, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Raffle or downloading any materials in this Raffle. If for any reason a participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another entry in the Raffle, provided that if it is not possible to award another entry due to discontinuance of the Raffle, no additional remedy will be provided. Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Raffle, and in no event shall the Released Parties be liable for attorney's fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that term.

This Raffle is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, or YouTube. Participant agrees to fully release and hold harmless Meta Platforms, Inc. and Google LLC from any and all liability.

This Raffle is administered by Watsco Ventures, LLC. No personal information will be shared with any organization outside Watsco Ventures, LLC. Your privacy is important to us.

Email Subscription (For US and Canada residents only): By registering for this promotion, you may also be subscribed to receive our newsletter which contains exclusive promotions, and updates on services and products. In addition, we may contact you via email for surveys about our services. You may opt out of these at any time.¹

USE OF DATA: Participant must acknowledge review of these Official Rules and satisfy any opt-in obligations at the time of entry. Information collected from participants is subject to the Privacy Policy of the Administrator, a copy of which is available at <u>https://www.oncallair.com/privacy-policy?utm_source=direct</u> as same may be amended from time to time by the Administrator. Submitting an entry into the Raffle constitutes participant's opt-in and consent to future communications from Administrator, whether by phone, e-mail or otherwise, regarding the Raffle and other, non-Raffle communications. Participant may subsequently opt-out of further non-Raffle communications from Administrator. You may opt of our email at any time. In order to be removed from mailing or call lists, please contact: Watsco Ventures, LLC via U.S. Mail at 2665 South Bayshore Dr, Suite 901, Coconut Grove, FL 33133 or via telephone at (305)714-4100.

CONFLICTING INFORMATION: In the event that there is a discrepancy or inconsistency between disclosures or other statements contained in any Raffle-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control.

DISPUTES: By entering the Raffle, participants agree that 1) Any and all disputes, claims, and causes of action arising out of or connected with the Raffle, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Raffle but in no event legal fees or related costs; and 3) Under no circumstances will any participant be permitted to obtain any award for, and participant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages

multiplied or otherwise increased and any other damages, other than for actual out-ofpocket expenses, and any and all rights to have damages multiplied or otherwise increased. Participants waive any right to claim ambiguity in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by and construed in accordance with the laws of the state of Florida without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state of Florida. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents Administrator's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.