

STERLING E-BIKE SWEEPSTAKES

Official Rules

Please read these Official Rules carefully before entering the "Sterling Fall Promotion" Sweepstakes (the "Sweepstakes"). By entering the Sweepstakes, you agree that you have read and are bound by the terms and conditions set forth below as if you had signed a written contract. If you do not agree to the terms and conditions set forth below, you may not enter the Sweepstakes.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE ODDS OF WINNING. VOID WHERE PROHIBITED.

1. **Sponsor:** The Sweepstakes is sponsored by The Behler-Young Company, a domestic corporation located at 4900 Clyde Park Ave SW, Grand Rapids, MI 49509 (the "**Sponsor**"). No other entity is responsible for this Sweepstakes or the award of any prize.
2. **The Sweepstakes Period:** The Sweepstakes begins on October 1, 2023 at 12:01 a.m. Eastern Time (ET) and ends on December 31, 2023 at 11:59 p.m. ET (the "**Sweepstakes Period**"). A clock chosen by Sponsor will serve as the official time-keeping device for the Sweepstakes.
3. **Eligibility:** The Sweepstakes is open only to permanent legal residents of the United States (including District of Columbia), excluding Florida and New York, who are at least 18 years old as of the date they enter the Sweepstakes and who enter the Sweepstakes as described in the "Entry" section below. Every such person who enters the Sweepstakes is referred to in these Official Rules as an "Entrant," "you," or "your." Employees of Sponsor, its affiliates, parents and subsidiaries, the Sweepstakes administrator, their advertising or promotion agencies, those involved in the production, development, implementation or handling of this Sweepstakes, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, prize suppliers, any other person or entity associated with this Sweepstakes and/or members of their immediate families (spouses, children, siblings, parents) and/or persons living in the same household as such persons, whether or not related, are ineligible to enter this Sweepstakes or win. All federal, state and local laws and regulations apply.
4. **Entry:** How to submit an entry ("**Entry**") for the Sweepstakes:

Entry Option 1 – Contractors will receive an entry to win one 1 of 6 new Cyrusher E-bikes for every GG Unit heater that they purchase during these three months. Salesmen and counter workers will receive a \$25 gift card for every GG unit heater they sell during these three months.

5. **Drawing:** Each drawing for the previous months' winners will take place, before, on, or about ten days after the close of the month in 2023 ("**Draw Date**"), Sponsor will hold a random drawing to select one (2) winners per month, as defined below. There will be **6** total winners. You do not need to be present in store to win. Non-winning entries will not be retained for any subsequent sweepstakes, contests, or giveaways. Each potential winner will be notified by phone within approximately two (2) weeks of Draw Date. When a potential winner is contacted by email for verification purposes, he/she will have forty-eight (48) hours to respond to the notification email, or his/her Entry will be disqualified and his/her prize forfeited, and an alternate potential winner may be selected from among all remaining eligible entries. If an Entrant changes his/her email address after he/she registers, it is his/her sole responsibility to update Sponsor. Failure to update registration information may affect a potential winner's ability to receive prize. If a potential winner cannot be reached after a reasonable effort has been exerted, he/she is found to be ineligible, he/she cannot or does not comply with these Official Rules, or if prize or prize notification is returned as undeliverable, such potential winner will be disqualified, and an alternate potential winner

may be selected at random at Sponsor's sole discretion from among all remaining eligible entries. If a winner for any prize cannot be confirmed by September 30, 2023, then the prize will not be awarded.

6. **Prize and Odds of Winning:** Odds of winning prize depend on the number of eligible entries received. Prize cannot be exchanged, redeemed for cash, transferred, or combined with any other offer and are subject to stated terms and conditions. Winners will be awarded one prize. The Grand Prize consists of a new all-terrain E-bike from Cyrusher.
7. **General Prize Conditions:** Additional compensation will not be provided if actual value of any prize received is less than stated ARV. All expenses not specifically mentioned herein, including, but not limited to, any license fees, travel, required installation or requested product upgrades/options, and all other expenses and costs related to receipt or use of the prize, as applicable, are the sole responsibility of winner. No substitution, transfer, or cash equivalent for prize (or prize component) will be offered, except that Sponsor, at its sole discretion, may substitute prize (or prize component) of equal or greater value for any reason. Any depictions of prize or prize elements are for illustrative purposes only. All prize details are decided at the sole discretion and decision of the Sponsor. In the event that a component of any prize is not available for any reason beyond Sponsor's control, then remaining elements of the prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded, except at Sponsor's sole discretion. If, for any reason, more prize notifications are communicated than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the prize through a random drawing from among all eligible prize winners so notified. As a condition of being awarded any prize, the Sponsor may require the potential winner to complete an Affidavit of Eligibility and Release of Liability and Publicity (except where prohibited) and any required tax documentation, to be returned within ten (10) days of the date of potential winner notification, or the corresponding prize may be forfeited, and, at Sponsor's sole discretion, an alternate winning Entry will be selected from all remaining eligible entries in the applicable drawing pool. If a potential winner does not duly sign and return all required documents within ten (10) days of the date of the notification by Sponsor, the potential winner forfeits the prize in full and immediately releases any and all claims against Sponsor for delivery of the prize. Each winner will be solely responsible for all federal, state, and local taxes on any prize won.
8. **General Release:** By entering the Sweepstakes, you release Sponsor, its respective parent companies, subsidiaries, affiliates, and the directors, officers, employees, agents and representatives of each (collectively, the "**Released Parties**") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes, your participation in the Sweepstakes, or delivery, mis-delivery, acceptance, possession, use or misuse of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), hardware, software or telephone failures of any kind, cost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an Entrant's ability to participate in the Sweepstakes, whether under a theory of contract, tort (including negligence), warranty or other theory.
9. **Disclaimers; Agreement to Official Rules and Decisions:** Released Parties are not responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, incomplete, or otherwise not in compliance with these Official Rules, and all such entries will be disqualified. By participating in the Sweepstakes, you fully and unconditionally agree to be bound by and

accept these Official Rules, as interpreted and enforced in the Sponsor's sole discretion, and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of Entries, the selection of Entrants and the winner, and the awarding of the prize), which are final and binding in all respects. You agree to waive any rights to claim ambiguity with respect to these Official Rules.

10. **Collection of Information:** Respecting your privacy is a priority for the Sponsor. The information you provide to us upon successfully entering into the Sweepstakes is processed in our computer system in the United States. By entering and participating in the Sweepstakes, Entrants consent to receive information sent to you by the Sponsor. However, you will be given the opportunity to opt out of emails from the Sponsor. Please see the Sponsor's Privacy Policy at <https://www.behler-young.com/privacy> for more information.
11. **Limitations of Liability; Disclaimer of Warranties:** IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES OR ACCESS TO OR USE OF THE PRIZE. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE PRIZE VALUE. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. Notwithstanding the foregoing, in the event that the preceding limitations, release or disclaimer is determined by a court of competent jurisdiction to be invalid or void for any reason, each Entrant agrees (except where prohibited) that, by entering the Sweepstakes, (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or the prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (c) under no circumstances will any Entrant be permitted to obtain any award for, and each Entrant hereby waives all rights to claim, any punitive, incidental or consequential damages, and any and all rights to have damages multiplied or otherwise increased, and any other damages other than damages for actual out-of-pocket expenses, if any. By entering the Sweepstakes, each Entrant further agrees to indemnify, defend and hold harmless the Released Parties from any and all liability (including reasonable attorney fees) resulting or arising from Sweepstakes, including but not limited to any and all third party liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with Entrant's Entry and the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties, and hereby acknowledge that said 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 a prize supplier that may be sent along with prize.
12. **Force Majeure:** Without limiting any other provision in these Official Rules, the Released Parties are not responsible for or liable to any Entrant or winner, or any person claiming through such Entrant or winner, for failure to supply the Prize or any part thereof due to any Sweepstakes activity or being affected, as determined by Sponsor in its sole discretion, by reason of, without limitation, (a) any acts of God; (b) any law, rule, action, regulation, order or request by any local, state or federal governmental or quasi-governmental entity or authority (whether or not the law, rule, action, regulation, order or request proves

to be invalid); or (c) any other cause beyond the reasonable control of the Released Parties, whether or not specifically mentioned above.

13. **Use of Winner's Name, Likeness, etc.:** Except where prohibited by law, entry into the Sweepstakes constitutes permission to use any winner's name, email address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, winners may be required to execute a consent to the use of their name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation.
14. **Winners List:** For a copy of the winners list, send a stamped, self-addressed envelope to "The Behler-Young Company c/o "Sterling Fall Promotion" at 4900 Clyde Park Ave SW, Grand Rapids, MI 49509 after January 10, 2024 and no later than January 31, 2023 requesting the same.
15. **Facebook, LinkedIn, and Twitter:** The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, LinkedIn, Twitter, or any entity other than Sponsor. By entering, participants confirm they are at least 18 years of age, release Facebook, LinkedIn, and Twitter of any responsibility arising from or in connection with the Sweepstakes and, if accessing the Sweepstakes or details of the Sweepstakes through a link on social media, agree to Facebook, LinkedIn, and/or Twitter's terms of use, as applicable.
16. **Miscellaneous:** The Sweepstakes and these Official Rules will be governed, construed, and interpreted under the laws of the State of Michigan. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any Entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Sweepstakes or Sponsor otherwise becomes incapable of running the Sweepstakes as planned, as determined in its sole discretion. Sponsor reserves the right to disqualify persons whose eligibility is in question or who Sponsor, in its sole discretion, deems to be tampering with the Entry process or operation of the Sweepstakes, acting in violation of these Official Rules or who is ineligible to enter the Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules. If you have any questions about these Official Rules or the Sweepstakes, please write to "The Behler-Young Company c/o "Sterling Fall Promotion" at 4900 Clyde Park Ave SW, Grand Rapids, MI 49509 indicating the same.

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