



PRODUCT REGISTRATION GIVEAWAY OFFICIAL RULES

Eligibility: The ELKAY PRODUCT REGISTRATION GIVEAWAY (the “Giveaway”) is open only to legal residents of the fifty (50) United States who are twenty-one (21) years of age or older. Employees of Elkay Manufacturing Company (“Elkay”) or its affiliated companies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited.

Sponsor: The Giveaway is sponsored by Elkay Manufacturing Company, a Delaware corporation with headquarters at 1333 Butterfield Rd, Suite 200, Downers Grove, IL 60515 (the “Sponsor”).

Agreement to Official Rules: Participation in the Giveaway constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. You represent and warrant that you meet the eligibility requirements herein. In addition, you agree to accept the decisions of the Sponsor as final and binding and waive any rights to claim ambiguity with respect to these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway material and the terms and conditions contained in these Official Rules, the Official Rules shall prevail, govern and control. The Sponsor is not responsible for any typographical or other error in the printing of the Giveaway, administration of the Giveaway or in the announcement of the prize winner. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Entry Period: The Giveaway begins on **January 1, 2021** at 12 a.m. CST and ends **December 31, 2021** at 11:59pm CST (the “Entry Period”). Entries that are submitted before or after the Entry Period are ineligible for participation in the Giveaway.

How to Enter:

Product Registration: Register an Elkay product online at <http://go.elkay.com/register> and submit all required information for entry into the Giveaway. All entries are subject to Elkay’s Privacy Policy and Terms and Conditions.

Limit one entry per person during the Entry Period, and all eligible entries must be made during the Entry Period. Any entries attempted through the use of agencies, or robotic, repetitive, automatic, script, macro, programmed or similar automated methods, or through the use of fraudulent email accounts will be disqualified. No copies, facsimiles, or reproductions will be accepted. Entries will be disqualified if they do not follow the entry guidelines above and/or contain any inappropriate material or language including profanity, all to be determined in the Sponsor's sole discretion.

If entering using a mobile device, entry may require data usage or incur data usage charge. Such charges may apply regardless of whether you are successful in submitting an entry. Check your mobile plan for rates/details. Wireless access may not be available in all areas. Receipt of your submission will not be acknowledged. Elkay will not be responsible for late, lost, garbled/undecipherable, inaccessible, corrupted, misdirected, incomplete or invalid entries, which will be disqualified.

Drawing: One winner will be randomly selected on or around the 1st day of every month through the last month of the Entry Period. The Sponsor will select a potential winner in a random drawing of all entries received over the course of the Entry Period. For the avoidance of doubt, any selected winner shall be removed from any future drawing. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winners via email address. The Sponsor will have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If a potential winner cannot be reached for contact within five (5) business days after the first attempt to contact him/her, the Sponsor may select an alternate potential winner at random from the remaining eligible entries.

Requirements of Potential Winners: A potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within five (5) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, he/she will forfeit the prize and an alternate entrant may be selected in his/her place in a random drawing of all remaining eligible entries received.

Prizes: The winner each month will be randomly selected to win one (1) \$250 Visa Gift Card. Any prize details not specified above will be determined by the Sponsor in its sole discretion. Prizes are not transferable or refundable and must be

accepted as awarded. No substitution may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for any and all other costs and expenses not listed above. Prizes may be reported as income to a winner and the winner will be responsible for any and all taxes associated with the receipt of a prize, including without limitation any and all federal, state and local taxes. Acceptance of the prize constitutes permission of the Sponsor to use the winner's name, likeness and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

Privacy and Publicity: All information submitted by entrants in the Giveaway will be treated according to Sponsor's Privacy Policy and Terms and Conditions, available at <http://www.elkay.com/privacy-policy> and <http://www.elkay.com/terms-and-conditions>. Except where prohibited, By entering this Giveaway you understand that the Sponsor, anyone acting on behalf of the Sponsor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and entrant's name, portrait, picture, voice, opinions, likeness, image or statements about the Giveaway, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes in any form of media without any further compensation.

General Conditions: The Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Giveaway should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such case, the Sponsor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void submissions for any reason, including, but not limited to, multiple entries from the same user on the same day or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner or with the intent to threaten, annoy, harass, bother or otherwise disrupt any other person. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the mobile number or e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each potential winner may be required to show proof of being the authorized account holder.

Release and Limitations of Liability: By participating in the Giveaway, entrant agrees to release, indemnify and hold harmless the Sponsor and each of its affiliates and their affiliates' officers, directors, employees, agents, successors, assigns, representatives, advisors and managers (the "Released Parties") from and against from any liability, illness, injury, death, loss, litigation, claim or damage (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, right of publicity or infringement or violation of any intellectual property or other rights, inconvenience) that may, directly or indirectly, arise in connection with (i) the Giveaway, including but not limited to, your participation or inability to participate in the Giveaway and/or your acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) the violation of any third party privacy, personal, publicity or proprietary rights, (iii) typographical errors in these Official Rules or any Giveaway promotional material, (iv) any change in the prizing due to unavailability, business or creative considerations, or due to reasons beyond the Sponsor's control, (v) any wrongful, negligent or unauthorized act or omission on the part of the Sponsor or any of their agents or employees, (vi) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), (vii) the collection, use and/or sharing of entrant's personally identifiable information by the Sponsor and/or their respective designees, (viii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ix) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (x) unauthorized human intervention in any part of the entry process or the Giveaway; or (xi) electronic or human error which may occur in the administration of the Giveaway or the processing of entries. The winner assumes all liability for any injury, theft, personal injury, death, illness, accident or damage caused, or

claimed to be caused, by participation in this Giveaway or use or redemption of the prize. Entrants agree to release, discharge and hold harmless the Released Parties from and against any and all liability and damages.

COMMENTS/ENTRIES REPRESENT SOLELY THE VIEW/OPINIONS OF THE APPLICABLE ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF THE SPONSOR IN ANY MANNER. THE SPONSOR DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH THE SAME.

ALL PRIZES ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

Disputes: THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Giveaway, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in DuPage County, Illinois having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, special, exemplary or consequential damages (even if advised of the possibility of such loss or damages), including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway), and participant further waives all rights to have damages multiplied or increased.

Giveaway Results and Winner's List: For the name of the winner(s), please send a self-addressed, stamped envelope to 1333 Butterfield Rd, Suite 200, Downers Grove, IL 60515 Attn: Marketing Department. Requests must be received within four (4) weeks of the end of the Entry Period. For a copy of the Official Rules, mail a self-addressed stamped envelope to the above address marked "**ELKAY PRODUCT REGISTRATION GIVEAWAY**" for receipt.