OFFICIAL RULES THE ULTIMATE HOME FIELD ADVANTAGE GIVEAWAY FALL 2021

This giveaway (the "Promotion") is sponsored by Cambria Company LLC, a Minnesota limited liability company ("Cambria" or "Sponsor"). By participating, you fully and unconditionally agree to abide by these Official Rules. VOID WHERE PROHIBITED BY LAW. NO PURCHASE NECESSARY TO ENTER OR WIN.

<u>WHO MAY ENTER</u>: Participants must (i) be 18 years or older at the time of entry, (ii) own a residential home located in the United States, and (iii) be a legal resident of the United States or District of Columbia. Employees, officers, and directors of Cambria, its parent companies, affiliates, or subsidiaries, and each of their immediate family members, are not eligible to participate in the Promotion. Void where prohibited by law including, without limitation, residents of Florida and New York.

<u>HOW TO ENTER</u>: To enter, eligible participants must fully and accurately complete and submit the applicable entry form located on the website, <u>www.cambriausa.com/vikings</u>.

<u>PROMOTION PERIOD</u>: Eligible entries must be submitted and received during the promotion period, which begins at 12:01 am on September 23, 2021 and ends at 11:59 pm on Sunday, January 9, 2022 (the "**Promotion Period**"). Only one entry per individual. Entries received before or after the Promotion Period shall not be considered. The odds of winning are not calculable in advance and depend on the number of eligible entries received during the Promotion Period. All eligible entries

will be entered into the same pool to potentially win the prizes set forth below. Entrants cannot enter for a specific prize or portion of a prize package. Sponsor reserves the right to reject any entries that do not meet the requirements for participation.

<u>SELECTION AND NOTIFICATION</u>: The prize winners will be randomly selected and notified by Sponsor on or around February 1, 2022. Sponsor will utilize the contact information submitted by participant through the entry form. If you fail to respond to Sponsor's notification and claim the applicable prize within forty-eight (48) hours of being notified, you waive any rights to the applicable prize and Sponsor may randomly select another winner using the same process set forth herein.

PRIZE PACKAGES:

- \$5,000 Cambria Kitchen Upgrade. One (1) grand prize winner will receive a \$5,000 credit (the "Credit") to be used on certain Cambria quartz products, product fabrication and/or installation services provided by Sponsor or one of its authorized partners. The approximate retail value of this prize is \$5,000. See Credit Redemption Terms below for further details.
- Cambria Shortboards with Handles. Twenty (20) winners will each receive one (1) Cambria shortboard with handles in PrincetownTM design and matte finish. The approximate retail value of this prize is \$90 each (\$1,800 total). All entrants acknowledge that the winner(s) of this prize will not be permitted to change or alter the design, type, model or color of the shortboards.

Sponsor reserves the right to substitute a different prize package or portion thereof of approximately equivalent value, in its sole discretion. No prize, or portion thereof, may be assigned, transferred, changed, returned or redeemed for cash or another product, except at the sole discretion of Sponsor. All shortboards will be shipped directly to the applicable prize winner by Sponsor or an authorized third party within a reasonable amount of time after the winner claims the applicable prize package.

CREDIT REDEMPTION TERMS & LIMITS. The Credit (a) must be redeemed within one (1) calendar year measured from the date the prize winner is notified by Sponsor that he or she won the prize, and all unused portions of the Credit shall expire and be forfeited after such date, (b) can only be used on Sponsor's quartz surface products (i.e. countertops and backsplashes), related fabrication and installation services, and not on any other products, accessories or services offered by Sponsor or its authorized partner(s), and (c) must be used in connection with a kitchen remodel or upgrade at a residential home owned by the prize winner. The prize winner of the Credit will be able to select certain Cambria quartz designs; provided Cambria may exclude certain designs in its sole discretion. Cambria quartz product(s) will be delivered to a Sponsor approved third party partner for fabrication and installation services. While Cambria is under no obligation with

respect to fabrication or installation and such approved third parties are solely responsible and liable for such fabrication and installation services pursuant to an agreement directly between the prize winner and authorized third party, such services shall be provided at no additional cost up to the Credit amount. To the extent that the prize winner elects to purchase products, fabrication and/or installation services in excess of the Credit amount, the prize winner shall pay the authorized third party directly for such excess product, services, taxes or fees. Prize winner must provide reasonable access to Sponsor's authorized partners for installation of new Cambria product in their home, and is solely responsible for all work necessary to remove and dispose

of any surfaces, sinks, faucets currently present in the installation areas and prepare such areas for installation of the new Cambria product at his or her sole cost and Sponsor or its authorized third parties are under no obligation to perform any installation services if the area is not adequately prepped. As a condition of accepting the prize, the prize winner (i) must return an executed and completed W-9 form to Sponsor. By accepting the prize Credit or any portion thereof, such prize winner will be deemed to have consented to the use of his or her name and/or likeness by Sponsor for its advertising and marketing purposes without additional compensation, unless expressly prohibited by law. However, Sponsor may also require prize winner to sign and return an affidavit of eligibility and liability and publicity release, wherever lawful, as a precondition to award of the prize.

<u>RESERVATION OF RIGHTS</u>. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Promotion and award the prizes to randomly selected participants from the eligible entries received up to the time of termination or suspension, should causes beyond Sponsor's control, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, or proper play of the Promotion. Sponsor shall have sole authority to interpret these Official Rules and make determinations with respect to the Promotion, which shall be deemed final in all respects.

DISCLAIMER. EXCEPT AS OTHERWISE SET FORTH HEREIN, ALL PRIZES AND COMPONENTS THEREOF ARE AWARDED "AS IS". SPONSOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE PRIZES, PRODUCTS OR SERVICES IN CONNECTION THEREWITH. Sponsor and other Sponsor Parties (as defined below) assume no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries (including, without limitation, notices that go to entrant's spam/junk folder), technical, hardware, software, electronic or telephone failures of any kind, lost or unavailable network connections, fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this Promotion, or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Promotion.

LIABILITY. SPONSOR IS NOT LIABLE FOR ANY LOSS, INJURY OR DAMAGE CAUSED, WHETHER DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTICIPATING IN THIS PROMOTION. IN NO EVENT SHALL ANY SPONSOR PARTIES BE LIABLE UNDER ANY LEGAL THEORY FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PROMOTION OR PRIZE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS PROFITS, INTEREST OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY DAMAGES EXCEPT TO THE EXTENT OF ACTUAL, DIRECT DAMAGES INCURRED BY THE PARTICIPANT, NOT TO EXCEED THE VALUE OF THE APPLICABLE PRIZE. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT.

INDEMNIFICATION. BY ENTERING THE PROMOTION, EACH PARTICIANT AGREES TO INDEMNIFY, DEFEND AND HOLD SPONSOR, ITS AFFILIATES, AND THEIR MANAGERS, GOVERNORS, MEMBERS, AGENTS, SUPPLIERS, CONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "SPONSOR PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, SUITS, ACTIONS, OBLIGATIONS, FINES, DAMAGES, JUDGMENTS, PENALTIES, CLAIMS, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) ARISING OUT OF THE PROMOTION OR ANY USE OF THE APPLICABLE PRIZE.

<u>PRIVACY</u>. Information submitted with an entry form will be subject to Sponsor's Privacy Policy located here: https://www.cambriausa.com/About-Us/privacy/. By entering the Promotion, participant acknowledges that he or she has carefully reviewed Sponsor's Privacy Policy. For the avoidance of doubt notwithstanding anything to the contrary, by

entering a submission form, each participant hereby agrees to receive information, solicitations, and other advertising material from Sponsor.

<u>TAX</u>. Any applicable federal, state or local taxes are the sole responsibility of the prize winner. The determination of tax liability that may arise out of the Promotion, receipt of the prize(s), and the payment of any such tax liability, shall be the sole responsibility of participant. However, should federal, state and/or local law impose any tax reporting or filing obligations on Sponsor arising out of participant's involvement in the Promotion (including receipt of the prize), participant agrees to timely provide Sponsor with any information that is reasonably necessary for Sponsor to comply with such obligations. In addition, should federal, state or local law impose any tax withholding obligation on Sponsor with respect to the participant's receipt of the prize, participant agrees to such withholding and shall timely provide any information to Sponsor as may be required for Sponsor to accomplish such withholding.

GOVERNING LAW: Participant agrees that these Official Rules shall be governed by, construed and enforced according to the laws of the state of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or relating to the Promotion shall be brought individually, without resorting to any form of class action, and only in the state or federal courts of Minnesota, and all parties expressly consent to such courts' jurisdiction and irrevocably waive any objection with respect to the same, including any objection based on forum non conveniens.

<u>PROMOTION RESULTS AND OFFICIAL RULES</u>. To obtain the identity of the prize winners and/or a copy of these Official Rules, please send the request by mail to Cambria Company LLC, Attn: Experiential Marketing, 11000 West 78th Street, Suite 220, Eden Prairie, Minnesota 55344.