

MANSIONS IN MAY
DXV CHRISTIAN SIRIANO CONTEST
OFFICIAL RULES AND REGULATIONS FOR CONTEST

ENTRANTS MUST BE EIGHTEEN (18) YEARS OLD TO ENTER. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. BY ENTERING THE CONTEST YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **OVERVIEW.** Please read these Official Rules carefully. They contain important information about your rights and obligations, as well as limitations and exclusions that may apply to you if you enter the Christian Siriano DXV Contest sponsored by LIXIL Americas d/b/a DXV (the "Sponsor"). By participating in the Contest, you signify your agreement to these Official Rules and the decisions of the Sponsor. If you do not agree to the Official Rules you may not enter the Promotion period.

2. **ELIGIBILITY.** The Contest is open only to legal residents of the fifty (50) United States, who are eighteen (18) years of age or older or the age of majority in their state of residence (which is nineteen (19) in Alabama, Nebraska, twenty-one (21) in Mississippi, and eighteen (18) in all other states) as of the date of entry (the "Participant" or "Entrant", or "You"). Employees, officers and directors of LIXIL Americas d/b/a DXV ("Sponsor") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Released Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Contest. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

3. **PROMOTION PERIOD.** The Contest begins at 12:00:01 AM Eastern Time ("ET") on May 1, 2023 and ends at 11:59:59 PM ET on May 31, 2023 (the "Promotion Period"). Sponsor's computer is the official time-keeping device for this Contest. Entrants will not be entered for a chance to win after the end of the Promotion Period.

4. **HOW TO ENTER.** To enter, You must scan the QR Code next to the Christian Siriano bathrobe showcased in the Primary Bathroom at the Three Fields Mansions in May during the Promotion Period. The QR Code displayed on the page will direct You to a microsite ("Microsite") where You must provide the following information: first name, last name, email address and occupation. You will need a mobile device (e.g. mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform to participate.

Limit one (1) entry per eligible person during the Promotion Period. If multiple entries are received, only the first entry will be accepted and additional entries will be disqualified.

5. PRIZES/PRIZE RESTRICTIONS. One (1) winner will be awarded a DXV Belshire hand towel set (two hand towels) and a DXV Belshire bathrobe designed by Christian Siriano (“Contest Prize” or “Prize”). The Prize has an approximate retail value (“ARV”) of two hundred and fifty U.S. dollars (\$250.00 USD). All taxes and unspecified expenses are the sole responsibility of Winner.

Limit of one (1) Contest Prize per person, per household throughout the Promotion Period, regardless of method of entry. All Contest prizes will be fulfilled approximately four (4) to six (6) weeks after the Contest has ended. The Prize will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Released Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes. Any difference between the actual retail value and the ARV stated above will not be awarded. Manufacturer’s warranty applies to each prize. Prizes will be awarded “AS IS” including exact model, color, options and condition. The value of the prizes set forth above represents Sponsor’s good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.

PRIZES ARE AWARDED “AS IS” WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE RELEASE PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR’S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS’ SOLE RESPONSIBILITY.

6. CONTEST DRAWING/ODDS. On or about June 3, 2023, the Sponsor will randomly select one (1) entry received within the Promotion Period and the Winner will receive a DXV Belshire hand towel set (two (2) hand towels) and a DXV Belshire bathrobe designed by Christian Siriano. Odds of winning a Contest prize will depend on the number of eligible Entries received.

7. WINNER NOTIFICATION. The potential winner will be notified by a designated representative of the Sponsor using the email provided at the time of entry. The designated representative will make a minimum of two (2) attempts to contact the eligible selected entrant within seventy-two (72) hours. If an eligible selected entrant cannot be contacted within seventy-two (72) hours of the Drawing Date, if the prize is declined, or if there is a return of any notification as undeliverable; then the eligible selected entrant may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit any and all rights to the prize) and the Sponsor reserves the right, in its sole and absolute discretion to randomly select an alternate eligible entrant for the prize in a separate random drawing from the remaining eligible entries submitted and received in accordance with these Official Rules. Prizes are not assignable, nor transferable. No substitution is permitted except if a prize is unavailable, in which case a prize of equal or greater value may be awarded. No cash in lieu of the prize and no exchange or substitution of the prize, except at the sole discretion of the Sponsor. Any other incidental expenses on a prize not specified herein are the respective winner’s sole responsibility. Odds of winning a Contest Prize depends on the number of eligible entries received. No one is a winner unless and until officially confirmed by the Sponsor in accordance with these Official Rules.

8. RELEASE/INDEMNIFICATION. Before being declared a winner, the potential winner will be required to sign and return, within ninety-six (96) hours of notification, a Declaration of Eligibility & Liability, and where allowable, a Publicity Release as a condition of acceptance of a prize.

Noncompliance will result in disqualification and an alternate winner may be selected in a separate random drawing in accordance with these Official Rules. The prize will be awarded within approximately sixty (60) days after the potential winner is verified. All participants, as a condition of participation in this Contest, agree to release, hold harmless and indemnify the Release Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Contest, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.

9. **PUBLICITY GRANT.** Acceptance of the Prize shall constitute and signify the Winner's agreement and consent that Release Parties and their respective designees all rights to use and publish their name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Contest ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law.
10. **GENERAL CONDITIONS.** The Winner hereby expressly grants to the Sponsor and their respective designees all rights to use and publish their name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Contest ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Sponsor does not assume any responsibility for any disruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sponsor and may be changed from time to time without notice. The Sponsor reserves the right to cancel or modify the Contest at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
11. **CONDUCT.** By participating in this Contest, you agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Sponsor reserves the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Contest, or to be acting in any manner deemed by the Sponsor to be in violation of the Official Rules, or to be acting in any manner deemed by the Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person

and void all associated Entries and/or registrations. The Contest is strictly for promotional and entertainment purposes and may not be used in connection with any form of gambling. In the event the Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to terminate the Contest, or to disqualify entrants residing in the affected geographic areas. In such event, the Sponsor shall have no liability to any entrants who are disqualified due to such an action. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. **LIMITATIONS OF LIABILITY.** The Sponsor assumes no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Contest; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, social networking posts, or registrations, the announcement of the prize, or in any other Contest-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest. If, for any reason, the Contest (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Sponsor reserves the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part.

13. **GOVERNING LAW/ DISPUTES.** Except where prohibited, each entrant agrees that (i) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New Jersey, and submits to the personal jurisdiction of such courts, waiving any and all objection thereto, including without limitation objection based on forum non conveniens; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs, incurred, including costs associated with entering this Contest but in no event attorney fees; (iii) under no circumstances will participants be permitted to obtain awards for, and entrants hereby waive all rights to claim 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; and (iv) to the fullest extent permitted by law, you waive any right to a jury trial in any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prize awarded, or the determination of the winner. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, enforceability of these Official Rules,

entrants rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of New Jersey, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than New Jersey. By entering, except where prohibited by law, entrants consent to the exclusive jurisdiction and venue of the federal and state courts located in New Jersey.

14. **MISCELLANEOUS.** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Headings are solely for convenience and will not be deemed to affect the meaning or intent of the Official Rules or any provision hereof. In the event there is discrepancy or inconsistency between disclosures or other statements contained in any Contest related materials and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

15. **PRIVACY.** Except as noted in these Official Rules, information collected for this Contest is used only for the purpose of the Contest, administration and winner notification and will not be re-used, sold or shared in any manner by the Sponsor or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Contest, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.americanstandard-us.com/privacy-policy>.

16. **TAX INFORMATION.** Any valuation of the prize stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. The Winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified herein. The Winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. An IRS 1099 will be issued to the Winner.

17. **OFFICIAL RULES REQUEST.** For a copy of these Official Rules, see the Official Rules page on the DXV website or send a self-addressed, stamped envelope by June 1, 2023 to: MIM CHRISTIAN SIRIANO DXV Contest, ATTN: DXV Brand, 865 Centennial Ave., Piscataway, NJ 08864.

18. **WINNER LIST.** To receive the name of the winner, send a self-addressed, stamped envelope for receipt by June 1, 2023 to: LIXIL Americas d/b/a DXV Contest Winners List Request, ATTN: DXV Brand, 865 Centennial Ave., Piscataway, NJ 08864.

19. **SPONSOR.** The Sponsor of this promotion is: LIXIL Americas d/b/a DXV, 865 Centennial Ave., Piscataway, NJ 08864.