

Alerton in Action Giveaway

Terms and Conditions

GIVEAWAY OFFICIAL RULES

- 1. Eligibility:** Contest (the “Contest”) is open only to those who submit an entry at the contest page located at <https://buildings.honeywell.com/us/en/lp/alerton-in-action> and who are 18 years of age as of the date of entry. The Contest is only open to legal residents of the United States & Canada and is void where prohibited by law. Employees of Honeywell BMS (the “Sponsor”) their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Honeywell BMS, as final and binding as it relates to the content. The Contest is subject to all applicable federal, state and local laws.
- 3. Contest Period:** Entries will be accepted online starting on or about June 22, 2022 and ending December 30, 2022. All online entries must be received by December 16, 2022, at 11:59PM CST.
- 4. How to Enter:** The Contest must be entered by submitting an entry using the online form provided on this Contest site, located at <https://buildings.honeywell.com/us/en/lp/alerton-in-action>. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Honeywell BMS. Only one entry per company. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of Honeywell.
- 5. Prizes:** Winners will receive an email from a marketing representative within 5 business days post submission. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Honeywell BMS to use winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Winner selection and notification: The winners of the Contest will be based on the entry submitted via the giveaway form within the contest timeframe, which is June 22, 2022 through December 30, 2022, at 11:59 pm cst. Winners will be notified via email to the email address they entered the Contest with within five (5) business days following the winner selection. Honeywell shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 25 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. Rights Granted by you: By entering this contest you understand that Honeywell BMS, anyone acting on behalf of Honeywell, 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 winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

8. Terms: Honeywell BMS reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest 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 Contest. In such case, Honeywell may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Honeywell BMS. Honeywell BMS reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, Honeywell reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Contest, you agree to receive email newsletters periodically from Honeywell BMS. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

9. Limitation of Liability: By entering you agree to release and hold harmless Honeywell and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries, and (vi) any damages suffered by you in connection with the Contest whether caused by Honeywell or not.

10. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MINNESOTA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, 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 Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Minnesota 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, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

11. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Honeywell Web Site. To read the Privacy Policy: HYPERLINK <https://www.honeywell.com/en-us/privacy-statement>"<https://www.honeywell.com/en-us/privacy-statement>

12. Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: ATTN Channel Marketing, Honeywell BMS, 1405 Xenium Lane North, Suite 200, Plymouth, MN 55441

13. Sponsor: The Sponsor of the Contest is Honeywell BMS, 1405 Xenium Lane North, Suite 200, Plymouth, MN 55441

14. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Snapchat, Youtube, Pinterest, LinkedIn or Google. You understand that you are providing your information to the owner of this contest and not to Facebook, Twitter, Instagram, Snapchat, Youtube, Pinterest, LinkedIn or Google.