

## **OPERATION SURPRISE CONTEST OFFICIAL RULES**

**PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE CONTEST. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR ABILITY TO WIN. VOID WHERE PROHIBITED BY LAW.**

**General Conditions:** *Operation Surprise* (the "Contest") is sponsored and conducted by THDF II, Inc. d/b/a The Home Depot Foundation (the "Sponsor"), 2455 Paces Ferry Rd SE, Atlanta, GA 30339-1834. By entering, each Contest entrant ("Entrant") and each individual an Entrant nominates for consideration agrees to abide by the terms of these Official Rules and by the decisions of the Sponsor relating to the Contest, which are final and binding in all respects. The Contest shall be governed by these Official Rules, the laws of the State of Georgia, and applicable U.S. federal law, without regard to any conflict of laws principles, and the Sponsor, each Entrant and their nominee(s) irrevocably waive any objection to the venue and jurisdiction of such courts. The Contest is void where prohibited by law. The Contest is also governed by the Sponsor's [Privacy Policy](#), though these Official Rules will govern any conflict between the Privacy Policy and these Official Rules.

**Who Can Enter:** The Contest is open to any Entrant who is a natural person, is a legal U.S. or Puerto Rico resident, and is over the age of majority in their state of residence. An Entrant may nominate for consideration a U.S. military veteran that is at least 21 years of age and that both owns and occupies their primary place of residence ("Nominee"). For purposes of the Contest, a Nominee must either have completed their tour of duty with the U.S. military or have received an honorable discharge (defined as a discharge from military service with a favorable record). Any prize awarded in the Contest will be awarded only to the winning Nominee(s).

Individuals employed by Sponsor, its affiliate companies, subsidiaries, advertising or promotion agencies at any time, and members of their immediate family (including parents, spouse, children, siblings, grandparents, step parents, stepchildren, and step siblings, as well as their respective spouses) or persons living in the same household, are not eligible to participate as an Entrant or win as a Nominee. Clients of Sponsor (except retail customers) also are ineligible to participate or win. The prohibitions in this paragraph shall not prevent the use of the Prize for a program benefitting the general public, and therefore potentially benefitting an individual described above, provided no such individual is provided goods or services on a more favorable basis than they are made available to the general public.

**How to Enter:** Beginning on September 19, 2019, enter by completely filling out and submitting the dedicated Built From Scratch entry form on [www.HomeDepotFoundation.org](http://www.HomeDepotFoundation.org) to nominate a deserving veteran for consideration. The entry period begins at approximately 7:00 a.m. Eastern Daylight Time on September 19, 2019 and ends at 7:00 a.m. Eastern Daylight Time on November 11, 2019. **Users shall be limited to one username to officially become an Entrant when participating in the Contest. Creating multiple usernames may result in disqualification.** There is no limit on the number of Nominees an Entrant may nominate using the Entrant's username; however, multiple submissions do not increase the likelihood of being awarded a prize.

**Prize and Winner Notification:** Sponsor will announce the Winner on November 11, 2019 on social media and/or via another media outlet, including but not limited to a broadcast television

program, print publication, or radio broadcast. Sponsor may also contact the Winner's Entrant in advance of the announcement date.

The Winner will receive, via a grant to a third-party nonprofit entity selected by Sponsor ("Nonprofit Partner"), critical repairs or modifications to the Nominee's home, of a cash value not to exceed \$25,000.00 ("Prize"). The work comprising the Prize will be completed no later than December 31, 2020 and will be completed by representatives of Sponsor and/or Nonprofit Partner.

The Prize will be awarded pending verification of eligibility by Sponsor and/or Nonprofit Partner. If Winner cannot be contacted or is disqualified for any reason, Sponsor reserves the right to determine an alternate winner or not to award any prize, in its sole discretion.

The Prize is non-transferable. Winner may not re-sell or auction the Prize, and any attempt to re-sell or auction the Prize may result in disqualification from the Prize and for all future Sponsor contests or promotions.

**Number of Winners:** There will be one (1) Winner. The odds of a Nominee being a Winner depend on the number of qualifying entries received through the duration of the Contest. The criteria used to select the Winner will be the overall quality of the submissions in the sole opinion of a panel of judges selected by Sponsor.

The Winner will be given one day (24 hours) to redeem the Prize. After such time, the Sponsor may select an alternate winner, and the Winner's right to the Prize shall be deemed forfeited.

**Consumer Created Content:** By submitting an entry, each Entrant: (1) agrees that their disclosure is gratuitous, unsolicited and without restriction and will not place the Company or Sponsor under any fiduciary or other obligation, that the Company and/or Sponsor is free to disclose such content on a non-confidential basis to anyone or otherwise use such content in any way and via any medium, without any additional compensation to you; (2) acknowledges that, by acceptance of their submission, the Company and Sponsor do not waive any rights to use similar or related ideas previously known to Company or Sponsor, or developed by their employees, or obtained from sources other than Entrant; (3) verifies that the Entrant is the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) grants the Company and Sponsor a perpetual, worldwide, non-exclusive, royalty free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

**Use of Winners' Information:** Each Entrant acknowledges and agrees that each entry becomes the property of the Sponsor. By entering the Contest, each Entrant grants to the Sponsor the right to use and publish the name, photo, photo description, and state of residence of the Entrant, along with any other information in the winning entry via any medium, both electronically (for example, on the Internet, television, or radio) and in print, in connection with the Contest at any time, except to the extent prohibited by law and unless the Entrant has sent to the Sponsor a specific request in writing instructing the Sponsor not to publish the Entrant's name and state of residence. By accepting the Prize, the Winner acknowledges and agrees to the use by the Sponsor, without additional compensation, of his or her name, likeness, photo, and photo title and description for purposes of advertising, trade, and promotion along with any other information in the winning entry via any medium, both electronically (for example, on the Internet, television, or radio) and in print, in connection with the Contest at any time, except to the extent prohibited by law and unless

the Winner sends to the Sponsor a specific request in writing instructing the Sponsor not to publish the Winner's name and state of residence.

In addition, the Sponsor reserves the right to use any and all information related to the Contest, including information on Entrants and Nominees received through the Contest, in any manner permitted by the Privacy Policy.

**Representations:** By entering the Contest, each Entrant and Nominee represents and warrants to the Sponsor that: (i) the Entrant and the Nominee meet all eligibility requirements of the Contest; (ii) the Entrant is the Authorized Account Holder of the e-mail address listed in the entry; (iii) in preparing the entry and participating in the Contest, the Entrant has complied in all respects with these Official Rules, the Privacy Policy, and all applicable statutes, orders, regulations, and other laws.

**Release:** By entering the Contest, each Entrant and Nominee releases and holds harmless the Sponsor, its advertising and promotion agencies, the prize manufacturers, each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents, and representatives from any and all damages, losses, liabilities, costs, or expenses of any kind arising out of or resulting from: (i) any violation by Entrant or Nominee of these Official Rules; (ii) the Contest or the entry; (iii) the acceptance, possession, receipt, or use of any prize; (iv) any incorrect, incomplete, or garbled information caused by any technical or human error that may occur in the operation of the Contest, including without limitation printing or typographical errors in any Contest materials; (v) any problems or technical malfunctions (errors, omissions, interruptions, deletions, defects, or delays in operation or transmission) of any computer, telephone, modem, online system, server, or other communications equipment or provider; (vi) any failure of e-mail on account of Internet traffic congestion or otherwise (proof of transmission does not constitute proof of delivery); (vii) any entry, e-mail, or other material or correspondence that has been tampered with or that is stolen, misdirected, incomplete, lost, late, nonconforming, ineligible, or damaged; and (viii) any injury or damage to entrant's or any other person's computer or telephone related to or resulting from participating in or downloading any information necessary to participate in the Contest.

By entering the Contest and/or accepting a prize, the Winner releases Sponsor, and each of its respective parents, subsidiaries, and affiliated entities, agents, employees, officers, shareholders, suppliers and retailers and their advertising, contest and production companies and agencies from any and all liability for any loss, harm, damages, cost or expense, including without limitation property damage, personal injury and/or death, arising out of participation in the Contest or the acceptance, ownership or use of any prize(s).

**Misconduct:** The Sponsor reserves the right, at its sole discretion, to disqualify any Entrant or Nominee who (i) tampers with the entry process or the operation of the Contest, (ii) acts in an unsporting or disruptive manner, or with intent to annoy or harass another person; or (iii) is otherwise in violation of these Official Rules or the Privacy Policy. Any attempt by an Entrant or Nominee to commit any of the acts of misconduct set forth in this section may be a violation of civil and criminal law, and the Sponsor reserves the right to seek damages from such Entrant to the fullest extent permitted by law.

Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain Winner status using fraudulent means (i.e., "inside information," spamming, etc.) will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is

prohibited. Sponsor will interpret these Official Contest Rules and resolve any disputes, conflicting claims or ambiguities concerning the Official Contest Rules or the Contest, and Sponsor's decisions concerning such disputes shall be final.

Official Contest Rules may be viewed on the Internet at [www.HomeDepotFoundation.org](http://www.HomeDepotFoundation.org). By entering this Contest, you agree to follow these rules. If you recognize any violation of these guidelines, please notify us by email at [TeamDepotPR@homedepot.com](mailto:TeamDepotPR@homedepot.com).

**Termination:** The Sponsor reserves the right, at its sole discretion, to suspend, modify, or terminate the Contest at any time. If, at any time, the Sponsor is unable to operate the Contest as planned (e.g., without limitation, due to administrative difficulties, or to fraud or technical failures such as a computer virus, bug, or other form of unauthorized intervention that corrupts the administration, security, fairness, integrity, or proper conduct of this Contest), the Sponsor may, in its sole discretion, suspend, modify, or terminate the Contest. If the Contest is suspended, modified, or terminated, the Company and Sponsor assume no liability of any kind to any participant in the Contest. The Sponsor reserves the right in its sole discretion to modify the Official Contest Rules and dates at any time for any reason. By participating in this Contest, you agree to be bound by these Official Contest Rules and any modifications thereof, and by all other rules imposed by Company and/or Sponsor. If due to circumstances beyond the control of Company and Sponsor any event associated with this Contest or the prize is delayed, rescheduled, postponed or cancelled, Company and Sponsor reserve the right, but not the obligation, to cancel or modify the Contest and shall not be required to award a substitute prize.

**Miscellaneous:** All decisions of the Sponsor are final. Sponsor may waive any of these Official Contest Rules in its sole discretion. Sponsor is not responsible for typographical or other errors in the printing, the offering or the administration of the Contest or in the announcement of the Winner or any awarded prize(s).

If any part of these Official Rules is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such part will be modified by such court to the minimum extent necessary to make it enforceable while preserving to the maximum extent possible the original intent of the Sponsor, and the remaining parts of these Official Rules will remain in full force and effect.

**Intellectual Property:** These Official Rules and all Contest-related Web pages and code are copyright of the Sponsor. Copying or unauthorized use of any copyrighted materials, trademarks, or any other intellectual property without the express written consent of the owner is strictly prohibited.