

Warm Hearts Warm Home Contest Rules 2019

These contest rules are specific to the above contest conducted by Big Corner Creative on behalf of Trane and O'Connor Company, Inc. These specific contest rules are available online at www.warmheartswarmhome.com

THIS CONTEST IS BEING CONDUCTED BY BIG CORNER CREATIVE ON BEHALF OF TRANE AND O'CONNOR COMPANY, INC. ANYONE 18 YEARS OF AGE OR OLDER THAT OWNS THEIR HOME AND IS A LEGAL RESIDENT OF THE STATE OF KANSAS MAY WIN THIS CONTEST. MUST BE 13 YEARS OF AGE OR OLDER TO NOMINATE.

How to Enter & How to Win

1. No purchase is necessary to enter or win the "Warm Hearts Warm Home" contest (the "**Contest**").
2. As of the date of entry in this contest, eligible entrants must be 18 years of age or older and be legal residents of the state of Kansas. In addition, on the date of selection of a winner, the winner (whether the entrant or nominee, as determined below) and/or /her legal spouse on the date of winning must be the legal record owner of a stand-alone or multi-family home that is located within the Wichita KS metropolitan area (as reasonably determined by O'Connor Company and within the usual service area of the installer) ("**Eligible Home**"). O'Connor Company reserves the right to require that the selected winner provide one or more documents to evidence eligibility and qualification (including without limitation, deeds and tax records). Failure to provide any requested documents by the deadline requested by O'Connor Company will result in automatic disqualification and no prize will be awarded in this contest. In the event that the Eligible Home is not owned by the winning entrant or nominee or his/her spouse, the winner will be disqualified.
3. To participate in this contest, eligible entrants should go to www.warmheartswarmhome.com and complete and submit a specific on-line entry blank between 12:01am on November 15, 2019 and 11:59 pm on December 13, 2019. All entries must include the following:
 - (i) Entrant's contact information including entrant's full name, phone number (including area code), phone number, age, and e-mail address.
 - (ii) If you are nominating someone else, in addition to the Entrant information above, the name, address and daytime telephone number (including area code) of the person you are nominating in this contest is required (nominees must be an individual person, not an organization or business and must comply with the eligibility and home ownership requirements described in Section 2 above); and
 - (iii) A short essay in 350 words or less describing why they or someone they know needs a new home heating system. Entrants must nominate only one person (entries that nominate more than one person or a group or organization will be disqualified). If the essay is over 350 words, only the first 350 words will be read (longer essays will not be disqualified).
4. Failure to submit all of the above items in one submission/entry may result in immediate disqualification of such entry.
5. By submitting an essay to Warm Hearts Warm Home, each entrant authorizes O'Connor Company to post such essay and/or entrant's and nominee's name to the Warm Hearts Warm Home website, social media sites and pages, and/or to read it on-air. O'Connor Company reserves the right to edit an essay in their sole discretion.
6. **IT IS THE ENTRANT'S RESPONSIBILITY PRIOR TO ENTERING THIS CONTEST TO OBTAIN THE CONSENT OF ANY NOMINEE AND ANY OTHER PERSONS INVOLVED TO ALLOW O'CONNOR COMPANY AND THEIR SPONSORS TO READ AND/OR POST**

THE ENTRANT'S ESSAY WITH RESPECT TO THE NOMINEE'S OR OTHER PERSONS' NAMES AND PERSONAL INFORMATION WHICH IS MENTIONED IN THE ESSAY. BY ENTERING THIS CONTEST, ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS O'CONNOR COMPANY AND ITS AFFILIATED COMPANIES AND EMPLOYEES FROM AND AGAINST ANY CLAIM MADE BY ANY PERSONS RELATING TO THE CONTENT OF THE ESSAY SUBMITTED BY THE ENTRANT.

7. **IT IS THE SOLE RESPONSIBILITY OF ALL ENTRANTS/NOMINATORS TO CHECK IN ADVANCE WITH THE NOMINEE TO DETERMINE WHETHER OR NOT THE NOMINEE INTENDS TO ACCEPT THE PRIZE IN THE EVENT THAT THE NOMINEE IS SELECTED AS A WINNER.**
8. **WHETHER OR NOT SELECTED AS A WINNER, ALL ENTRIES BECOME THE SOLE PROPERTY OF O'CONNOR COMPANY AND MAY BE USED BY ITS SPONSORS IN ANY MEDIUM IT DEEMS DESIRABLE NOW OR IN THE FUTURE WITHOUT ANY COMPENSATION TO THE ENTRANT OR ANY NOMINEE.**
9. On or about December 17, 2019, the Warm Hearts Warm Home Committee will select the one (1) winning entry from all essays based on any lawful criteria deemed desirable, including, without limitation, the poignancy of the essay and the need of the entrant or nominee as applicable, and the person on whose behalf the essay was submitted—the entrant or the entrant's nominee—will be declared the winner, subject to verification of eligibility and compliance with these contest rules (the **"Winner"**).
10. Winner will be contacted on or about Tuesday, December 17, 2019.

Prize(s)

11. The one (1) verified Winner will receive a Trane Home Furnace from O'Connor Company Inc., which will be installed in the Eligible Home by Kelley & Dawson Service (or any alternative vendor selected by O'Connor Company, Inc.). Trane Home Furnace installation includes minor rework of existing set-up to accommodate new furnace and extraction of existing furnace. Excludes major construction—i.e. tearing down sheetrock and adding new ductwork, etc. Winner is responsible for any permits that may be required. Approximate value of furnace, parts, and installation: up to \$3,000. (The estimated actual total prize value will be based on a good faith estimate of the specific needs of the home in question by O'Connor Company, Inc. or its vendor and this will be the amount for which the winner will receive an IRS 1099 form for 2019 regardless of whether or not the services are completed in 2019.)
12. This prize (in its entirety) will be forfeited if the selected winner or his/her legal spouse, on the date of selection, is not the record owner of an Eligible Home. O'Connor Company reserves the right to require that the selected winner provide one or more documents to evidence eligibility and qualification (including, without limitation, deeds and/or leases). Failure to provide any requested documents by the deadline requested by O'Connor Company will result in automatic disqualification.
13. The record owner of the property where the prize will be installed must have a standard homeowner's insurance policy on the home before any work will commence. O'Connor Company may require proof of such policy.
14. Any unused portion will be forfeited, not be refunded as cash, and unused balances will expire on the dates set forth above. If the purchase of any product or service exceeds the amount of the prize above, then winner shall be solely responsible for the difference in the cost at time of prize delivery or acceptance.

15. Like all work in a home, there is always the possibility of significant delays (due to delays in obtaining materials, supplies, third party contractors, etc...) before, during, or after the construction of work and/or increased costs or time due to unforeseen circumstances or conditions. Winner understands and accepts any such risk of delay or increased costs in excess of the line item caps above. Winner understands and agrees that O'Connor Company, Inc. and its vendors are not responsible for any delays or increased costs.
16. **WINNER UNDERSTANDS AND AGREES THAT HE/SHE IS RESPONSIBLE FOR ANY LIABILITY ARISING FROM WORK BEING CONDUCTED IN THEIR HOME AND AGREES TO COMPLETELY RELEASE O'CONNOR COMPANY, INC. AND ITS VENDORS FROM ANY LIABILITY OR RESPONSIBILITY WHATSOEVER RESULTING FROM THE DAMAGE OF ANY PROPERTY OR INJURY OF ANY PERSON IN CONNECTION WITH OR ARISING FROM THE USE OF THE PRIZE AND THE WORK TO BE PERFORMED IN CONNECTION WITH THE PRIZE, REGARDLESS OF THE CAUSE. THE FOREGOING SHALL RELIEVE THE CONTRACTORS PERFORMING ANY WORK AT THE HOME FROM ANY LEGAL RESPONSIBILITY OR OBLIGATION TO THE WINNER OR OTHERS.**
17. Neither O'Connor Company, Inc., sponsors of this contest nor their vendors have made or are responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to products or services provided as the Prize in this contest, including without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to any of the products or services received.

Sponsor(s)

18. The sponsors of this contest are Trane, Kelley & Dawson Service and Big Corner Creative