BSHAI 2019 PROTEAM® CLEANING FOR HEALTH® AWARD OFFICIAL RULES

These are the Official Rules for the 2019 BSHAI ProTeam® Cleaning for Health® Award ("Promotion").

NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE THE ODDS OF WINNING. THIS PROMOTION IS VOID WHERE PROHIBITED BY LAW, RULE, REGULATION OR ORDINANCE.

1. **Company:** This Promotion is being offered by Building Service Contractors Association International, 330 N. Wabash Avenue #2000, Chicago, Illinois 60611 ("Company").

2. **Terms and Conditions:** By participating in the Promotion, Entrant fully and unconditionally accepts and agrees to be legally bound by these Official Rules, which are final and binding in all matters related to the Promotion. Entrant’s ability to receive an award is contingent upon meeting all the requirements set forth herein.

3. **Promotion:** This Promotion is a contest geared toward building services companies in the United States. Individuals and minors may not enter this Promotion.

4. **Eligibility:** The Promotion is open only to building services companies that have business headquarters in one of the fifty (50) U.S. states or Washington, D.C. ("Entrant") Any authorized agent of an Entrant that is eighteen (18) years or older may enter on behalf of the Entrant. However, all entries will be deemed to be on the behalf of the Entrant, not the agent. To be eligible to submit entries on behalf of the Entrant, an authorized agent must have obtained permission from the Entrant to participate in this Promotion. By submitting an entry, each agent hereby represents that he or she is eighteen years or older, and is authorized to enter the Promotion on behalf of the Entrant. Each agent further represents and agrees: (a) that participation in the Promotion does not violate any policies of Entrant or any laws, association rules or policies applicable to Entrant; and (b) the Entrant shall be bound by and abide by these Official Rules. Company reserves the right to disqualify an Entrant if an individual has improperly entered the Promotion on the Entrant’s behalf.

5. **Promotion Period:** The Promotion beings on June 3, 2019 at 12:00 a.m. (CST) and ends on July 31, 2019 at 11:59 pm CST (the "Promotion Period").

6. **How to Enter:** To enter the Promotion, during the Promotion Period, visit Company’s web site at https://www.bscai.org/Resources/Clean-Awards-Program ("Company web site") and follow the directions on how to submit a complete entry application ("Application. Entries are limited to one per Entrant.

7. **Judging Criteria:** Applications will be judged by a panel of judges selected by Company. The judges will select winning the winning Application based on the criteria set forth below. The purpose of the Promotion is to recognize outstanding achievement by a building services company in the implementation and promotion of healthy cleaning practices and in the advancement of healthy building service program benefits. The
Promotion judges shall have exclusive discretion over which Application best meets the Promotion criteria. Requirements / criteria include:

a. Entry requirements include (without limitation): (i) Entrant must submit a short statement as to why Entrant should be selected as the award winner; (ii) Entrant must identify 3 current Cleaning for Health cleaned customers, including the name of each customer, contact person, email and phone number; and (iii) Entrant must provide the address /URL for Applicant’s website, which promotes healthy cleaning.

b. Judging criteria that will be considered include (without limitation): (i) Entrant’s use of cleaning equipment approved or otherwise rated by a third party, such as The Carpet & Rug Institute (CRI), in regard to the equipment’s soil removal effectiveness, minimization of respirable emissions, dust containment, and the reduction of allergens, asthma triggers, and pollutants in the indoor; (ii) Entrant’s environment, and similar measures of the performance of the equipment; (iii) Entrant’s use of quality management/ environmentally preferable programs for cleaning organizations such as ISSA Cleaning Industry Management Standard (CIMS); (iv) Entrant’s implementation of policies and procedures that promote the reduction of allergens, asthma triggers, and pollutants in the indoor air environment; (v) Entrant’s employee training related to the above criteria; and (vi) any certifications, approvals or equivalent that Entrant has received.

8. **Original Materials.** By entering the Promotion, Entrant represents and warrants that Entrant’s Application is an original work, Entrant has the right to submit all information and materials submitted in the Application, and Entrant owns all rights, including all copyrights and rights of publicity in all materials submitted as part of the Application. Non-compliance with this rule will result in disqualification. Entrant will indemnify and defend Company, its affiliates, agents and officers, from any against any claims or losses relating to the Application submitted to Company through this Promotion.

9. **License.** By submitting an Application in the Promotion, Entrant grants Company a non-exclusive, perpetual, worldwide license to reproduce, publicly display, prepare derivative works and use Entrant’s Application in connection with the Promotion and the promotion of the Company’s business and products, as well as the business and products of any official sponsors of the Promotion. Entrant understands and agrees that it will not have any right to pre-approve or receive compensation for Company’s use (or its sponsor’s use) of Entrant’s Application after it is submitted it to Company through the Promotion.

10. **Award:** Company will issue an award to the top Application that is selected by the judges. The award will be presented at the 2019 BSCAI Contracting Success Conference on November 22, 2019. Certain restrictions may apply. The winner of the award will be selected based on Company’s judging criteria, which shall be determined on or about August 30, 2019 in the Company’s sole discretion from all eligible entries received. The odds of winning depend upon the number of entries received and the number which meet the requirements of these rules. The potential winner will be notified no later than September 30, 2019 via e-mail.

11. **Social Media:** The Promotion may be advertised or administered through social media platforms, such as Facebook and Twitter (“Social Media”). Entrant understands and
acknowledges, however, that the Promotion is in no way sponsored, endorsed, administered by, or associated with any Social Media platform on which it is offered or advertised, including Facebook and Twitter. Entrant agrees to adhere to all rules established by Social Media platforms and will not create multiple Social Media accounts, or repeatedly post duplicate or near duplicate information or links to enter into the Promotion multiple times. Any information Entrant provides for the Promotion is being provided to Company rather than Facebook or any other Social Media platform. Entrant fully releases Facebook and all other Social Media from all claims, losses and harm that it may allege or incur relating to this Promotion.

12. Non-Transferable. No substitution or transfer of the award will be permitted. The award may not be redeemed for cash.

13. Responsibility for Award. Entrant understands and agrees that it shall be solely responsible for any award and any travel to the BSCAI Annual Conference to receive the award.

14. Publicity: Acceptance of the award constitutes consent for the Company to use Entrant’s company name, logos and information for editorial, advertising and publicity purposes without additional compensation.

15. LIMITATIONS. ALL AWARDS ARE CONFERRED ON AN "AS IS" BASIS WITH NO GUARANTEE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. COMPANY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, IF APPLICABLE.

16. RELEASE AND HOLD HARMLESS. BY ENTERING THIS PROMOTION, ENTRANT AGREES TO RELEASE AND HOLD HARMLESS COMPANY, ITS PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, PROMOTION SPONSORS AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE PROMOTION, OR RESULTING FROM ACCEPTANCE AND/OR USE OF ANY AWARD, TRAVEL TO OR FROM ANY AWARD-RELATED ACTIVITY, PARTICIPATION IN THIS PROMOTION, AND FROM ANY MISUSE OR MALFUNCTION OF ANY AWARD OR PRIZE GIVEN, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE.

17. Limitations: Company shall not be responsible for lost, late or misdirected entries, or entries containing incorrect or incomplete information. Company is not responsible for any problems or technical malfunctions of any mail network, telephone network or lines, computer, on-line, or Internet systems or services, servers, computer equipment, software, failure of any email or entry or confirmation or winners notice on account of technical problems or traffic congestion on the Internet, problems with the Company website, or any combination thereof, including any injury or damage to entrant’s or any other person’s computer resulting from downloading any materials in connection with the Promotion. Applications become the property of Company and will not be acknowledged or returned.
18. **Right to Modify or Terminate the Promotion.** Company reserves the right, in its sole discretion, to terminate, modify or suspend the Promotion if Company deems it to be necessary or desirable for any reason including (without limitation) in the event of fraud, errors, technical difficulties or failures, or any other factor beyond Company’s reasonable control interferes with, affects or corrupts the proper administration, security, fairness or integrity of the conduct of the Promotion. In such event, Company reserves the right (but does not have the obligation) to award prizes at random among eligible, non-suspect entries received prior to the suspected impairment.

19. **Disqualification.** Company reserves the right to disqualify any person tampering with the entry process, the operation of the Company website, or who is otherwise in violation of these Official Rules or any laws.

20. **Disputes.** Any and all disputes, claims, and causes of action arising out of or connected with the Promotion or any awarded conferred shall be resolved individually, without resort to any form of class action, and solely and exclusively in the United States District Court for the Eastern District, and if there is no basis for federal court jurisdiction, then in the Circuit Court for St. Louis County, Missouri (also known as the Twenty-First Judicial Circuit of the State of Missouri). Any and all claims, judgments and awards of damages relating to the Promotion and any awards conferred will be limited to actual out of pocket costs incurred in entering the Promotion, but shall not include attorneys’ fees or costs incurred in bringing a cause of action. Entrant expressly waives the right to any other damages (whether direct, incidental, statutory, punitive or other) or costs.

21. **Winner Information.** For the name of the award winner, send a separate, stamped, self-addressed envelope with a written request for information on the winner of this contest to:

   BSCAI’s ProTeam® Cleaning For Health® Award
   330 N. Wabash Avenue, Suite 2000
   Chicago IL 60611