

AMTROL® "WELL DONE" CAMPAIGN

Contractor Participation, Photo/Video Release & Installation Disclaimer Agreement

Purpose

The Amtrol® "Well Done" Campaign highlights outstanding installations of Amtrol products completed by professional contractors. By participating, Contractor grants Amtrol, Inc. permission to feature photographs, videos, testimonials, and other submitted content showcasing completed installations across Amtrol's marketing and communications channels.

1. Grant of Rights

Contractor hereby grants Amtrol, Inc. ("Amtrol") an irrevocable, perpetual, worldwide, royalty-free license to use, reproduce, edit, modify, publish, display, distribute, transmit, and otherwise use all materials submitted in connection with the with the Well Done Campaign, including:

- Photographs
- Video recordings
- Digital images
- Testimonials
- Quotes
- Company name
- Contractor name
- Business logo (if provided)
- Project descriptions
- Installation images and related content submitted by or created on behalf of Contractor in connection with the Well Done Campaign.

Contractor authorizes Amtrol to use such materials in any media now known or later developed, including but not limited to:

- Amtrol websites
- Social media platforms
- Digital advertising
- Print advertising
- Sales literature
- Product brochures
- Trade show materials
- Product packaging
- Marketing presentations
- Press releases
- Internal communications
- Educational and training materials

Contractor understands that no additional approval is required prior to publication.

2. Ownership

Contractor acknowledges that all photographs, videos, recordings, edited works, promotional materials, digital assets, and derivative works created or used by Amtrol in connection with this campaign shall become and remain the sole property of Amtrol. Amtrol shall own all associated copyrights and intellectual property rights relating to the published materials.

3. No Compensation

Participation in the Well Done Campaign is voluntary. Except for any separately agreed promotional consideration, Contractor understands that participation does not entitle Contractor to additional compensation, royalties, licensing fees, or future payments resulting from Amtrol's use of submitted materials.

4. Contractor Representations

Contractor represents and warrants that:

The submitted installation was performed by qualified professionals.

Contractor has authority to submit the photographs and project information.

Submission of the materials does not violate any third-party rights.

Any necessary customer permissions have been obtained before submitting photographs of private property.

The submitted content is accurate to the best of Contractor's knowledge.

5. Independent Contractor Status

Contractor acknowledges and agrees that participation in the Well Done Campaign does not create any employment, agency, partnership, franchise, or joint venture relationship with Amtrol.

Contractor remains an independent business and is solely responsible for its work, employees, installation practices, warranties, and customer relationships.

Nothing contained in this Agreement shall be interpreted as authorizing Contractor to act on behalf of Amtrol.

6. Installation Disclaimer

Contractor understands that featured installations are intended to showcase workmanship and completed projects.

Unless expressly stated otherwise by Amtrol:

Installation methods shown represent the work of the featured contractor.

Amtrol has not inspected, certified, or approved the specific installation techniques depicted.

Products must always be installed in accordance with current Amtrol installation instructions, applicable building codes, local regulations, and accepted industry standards.

Contractor is solely responsible for installation practices, workmanship, code compliance, and project outcomes.

Amtrol assumes no responsibility or liability for installation methods shown in submitted content.

7. Release of Liability

Contractor releases, acquits, forever discharges, and holds harmless Amtrol, its parent companies, subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns from any and all claims arising from or related to the campaign, including but not limited to:

- Publication of submitted materials
- Use of Contractor's name or likeness
- Use of business name or logo
- Editing of submitted content
- Copyright claims arising from authorized use
- Claims for invasion of privacy
- Right of publicity
- Defamation
- Misappropriation
- Promotional use of submitted materials

This release shall be binding upon Contractor and Contractor's successors, heirs, and assigns.

8. Social Media & FTC Disclosure

If Contractor receives compensation, promotional consideration, free products, or any other material benefit from Amtrol related to the Well Done Campaign, Contractor agrees to clearly disclose that relationship in accordance with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising.

Any required disclosure shall:

- Be clear and conspicuous.
- Appear before any "See More" or similar expansion button where applicable.
- Comply with all current FTC requirements.

Failure to provide required disclosures may result in removal from the campaign and termination of participation.

9. Customer Privacy

Contractor represents that any customer information, identifiable individuals, private residences, or project locations appearing in submitted materials have been shared with appropriate permission where required by law.

Upon request, Contractor will provide evidence of any required customer authorization.

10. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Rhode Island, without regard to conflict of law principles.

11. Entire Agreement

This Agreement constitutes the complete understanding between Contractor and Amtrol regarding participation in the Well Done Campaign and supersedes all prior discussions relating to the use of submitted materials.

No modification shall be effective unless made in writing and signed by both parties.
