

MOEN PORT-A-SUITE DROP

TERMS AND CONDITIONS

The Moen Port-A-Suite Drop (the “Drop”) is a limited, first-come, first-served sale of one (1) exclusive Port-A-Suite (as described below) made available for purchase at a set price on moenportasuite.com (the “Website”). These Terms and Conditions (“Terms”) govern participation in and purchase through the Drop. By accessing the Website or attempting to purchase the Port-A-Suite, you agree to be bound by these Terms in their entirety. The Drop is not a sweepstakes, contest, or game of chance. No random drawing will be conducted.

THESE TERMS CONTAIN A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND RELEASE OF CLAIMS. PLEASE READ CAREFULLY BEFORE PROCEEDING.

1. SPONSOR AND ADMINISTRATOR

Sponsor: Moen Incorporated, 1 Horizon Way, Deerfield, IL 60015 (“Sponsor” or “Moen”).

Administrator: Twelve Thirty, LLC (“Administrator”). The Drop is administered by Administrator on behalf of Sponsor.

2. ELIGIBILITY

The Drop is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are eighteen (18) years of age or older at the time of purchase. Residents of Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions are not eligible. Void where prohibited or restricted by law.

Directors, officers, employees, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotional agencies, and the immediate family members (defined as spouse, child, sibling, parent, and “step” or “half” variations thereof) and household members of any such person, whether or not related, are ineligible to participate.

3. HOW THE DROP WORKS

The Drop will be open from **10:00:00 AM Eastern Time (“ET”) to 1:59:59 PM ET on June 20, 2026** (the “Drop Period”). At 10:00:00 AM ET on June 20, 2026 (the “Drop Time”), the Website will permit visitors to submit a claim for the Port-A-Suite. The Drop Period closes at 1:59:59 PM ET on June 20, 2026, after which no further claims will be accepted. The Administrator’s computer is the official clock. There is only one (1) Port-A-Suite available. The Drop is not a random drawing—eligibility to purchase is determined solely by the order in which valid, verified claims are received.

To submit a claim, a participant must visit the Website at the Drop Time, confirm their eligibility, and complete the claim submission form, which will require the participant to provide: (i) first and last name (no initials); (ii) street address (no P.O. Boxes); (iii) city, state, and ZIP code; (iv) date of birth confirming the participant is 18 years of age or older; (v) phone number; and (vi) a valid email address at which the participant can receive a payment link. Submissions must be made during the Drop and must be complete to be eligible. Incomplete submissions will be disqualified.

All claim submissions received during the Drop will be reviewed and audited by Administrator for fraud, bot activity, and compliance with these Terms. Following verification, Administrator will contact the first

verified eligible claimant via email with a payment link. If multiple claimants submit simultaneously and their submissions share the exact same server-recorded timestamp (measured to the thousandth of a millisecond), the eligible purchaser will be determined by random selection among those tied claimants.

Any use of robotic, repetitive, automatic, programmed, or similar submission methods will void such submission. Sponsor and Administrator are not responsible for lost, late, incomplete, garbled, or misdirected submissions, or submissions that are not received due to technical failures of any kind. All submissions are subject to verification and become the property of Sponsor.

4. PURCHASE PRICE AND PAYMENT

The Port-A-Suite is offered for purchase at a price of **\$621.00 USD** (the “Purchase Price”). Payment is not collected at the moment of submission. Following verification of the first eligible claimant, Administrator will transmit a payment link to the claimant via email. The claimant must complete payment within **two (2) hours** of the time the payment link notification is sent. Failure to complete payment within that window will result in forfeiture of the claimant’s right to purchase, and the opportunity will pass to the next verified eligible claimant in queue, subject to the same two-hour window.

THE PURCHASE PRICE OF \$621.00 IS NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7 (CANCELLATION POLICY) BELOW.

5. DESCRIPTION OF THE PORT-A-SUITE

The “Port-A-Suite” is a one-of-a-kind customized portable restroom unit (approximately \$50,000 all-inclusive approximate retail of Moen products, structure, shipping and construction) configured as a luxury suite and outfitted with Moen-branded fixtures and products, including without limitation a full shower, floating sink, and related accessories, as well as Emtek product (collectively, the “Moen Products”). The Moen Products are pre-installed in the unit. The purchaser will be responsible for connecting the unit to water supply lines, sewer or waste lines, and any other utility connections required for operation.

WARRANTY STATUS OF MOEN PRODUCTS: Each individual Moen product is covered by the accompanying warranty available at <https://www.moen.com/customer-support/warranty>. Emtek product warranty information can be found at <https://www.emtek.com/support/warranty/>.

WARRANTY STATUS OF PORT-A-SUITE STRUCTURE: THERE IS NO WARRANTY ON THE PORT-A-SUITE UNIT AND STRUCTURE. In any event, any warranty applicable to the Unit structure is null and void if the Unit is altered from its original state after delivery.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PORT-A-SUITE AND ALL CONTENTS ARE PROVIDED “AS IS” AND “WHERE IS,” WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

6. DELIVERY

Delivery of the Port-A-Suite to the purchaser’s address within the forty-eight (48) contiguous United States is included in the Purchase Price. The Unit will be delivered approximately eight (8) to twelve (12) weeks from receipt of purchase. On-site installation is estimated to take approximately four (4) to six (6) hours. All timelines are estimates only. No P.O. Boxes permitted.

Delivery includes transportation of the unit to the purchaser's property. Any additional logistics beyond the initial delivery—including but not limited to repositioning on the property, crane or specialized equipment services, installation, connection to utilities, permitting, or interior finishing—are solely the responsibility and expense of the purchaser.

Sponsor and Administrator are not responsible for delivery delays caused by circumstances beyond their reasonable control, including but not limited to carrier delays, weather events, or force majeure events.

6A. SITE AND DELIVERY REQUIREMENTS

The following site conditions must be met at the purchaser's delivery location. If these requirements cannot be satisfied, Sponsor cannot deliver the Unit or guarantee that it will function as intended. Purchaser is strongly encouraged to confirm site readiness prior to completing purchase.

Load-In Requirements

The property must:

- Have an area where a truck and trailer can offload the Unit using a forklift;
- Have a clear path of at least ten (10) feet in width to the intended placement location, accessible by forklift;
- Have no ground restrictions that would prevent forking the Unit into place — including no overhead obstructions, no septic or oil tanks along the path, and a firm surface that will not cause the forklift to sink into the turf; and
- Have any required city approvals or building/structure permits obtained prior to delivery, if required by the applicable jurisdiction.

Installation Requirements

Prior to installation, the purchaser must have:

- Foundation: An 8-foot by 8-foot (8' x 8') concrete subfloor slab or firm grass surface capable of supporting approximately 2,500 pounds;
- Water Supply: Access to running water that can be fed into the Unit via a standard hose connection;
- Electrical: Access to two (2) separate 20-amp circuits — one for the hot water heater and one for lighting, outlets, and other electrical components. The Unit cannot be operated off a single 20-amp circuit; and
- Waste/Sewer: The ability to arrange for septic pumping of the waste tank, or connection to existing septic or city sewer lines. A licensed plumber must be hired to perform any sewer connection work.

7. CANCELLATION POLICY; ALL SALES FINAL

Prior to shipment of the Port-A-Suite, the purchaser may request cancellation of the order by contacting Administrator at moenportasuite@promotions.support. If a valid cancellation request is received and confirmed in writing by Administrator before the Port-A-Suite has been tendered to a carrier for shipment, Sponsor will issue a refund of the Purchase Price.

ONCE THE PORT-A-SUITE HAS BEEN SHIPPED, ALL SALES ARE FINAL AND NO REFUNDS OR RETURNS WILL BE ACCEPTED. It is the purchaser's responsibility to confirm, prior to purchase, that the Port-A-Suite can be legally placed and accepted at the intended delivery address, including compliance

with applicable homeowner association rules, local ordinances, zoning regulations, and permit requirements.

8. PURCHASER RESPONSIBILITIES; PERMITS AND HOOKUPS

The purchaser is solely responsible for all of the following in connection with receipt, placement, and use of the Port-A-Suite:

- Obtaining and maintaining any required local, municipal, county, or state permits or approvals for placement or use of the Port-A-Suite;
- Compliance with any homeowner association (HOA) rules, deed restrictions, or similar private covenants;
- Connection to water supply lines, sewer or septic systems, and all other utility hookups;
- Any costs associated with site preparation, installation, or ongoing maintenance;
- Compliance with all applicable federal, state, and local laws and regulations governing the placement and use of the Port-A-Suite.
- Any applicable federal or state taxes associated with the purchase of the Port-A-Suite.

Sponsor and Administrator bear no responsibility for any inability to use, place, or connect the Port-A-Suite due to HOA denial, permit refusal, lack of suitable utility connections, or any other site-specific condition.

9. LIMITATION OF LIABILITY AND RELEASE

No liability or responsibility is assumed by Sponsor or Administrator arising from participation in the Drop or from the purchase, receipt, delivery, installation, or use of the Port-A-Suite. By participating in the Drop and/or completing a purchase, each participant fully and unconditionally agrees to release, indemnify, and hold harmless Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, officers, directors, employees, representatives, and agents (collectively, the “Released Parties”) from and against any and all claims, damages, losses, costs, and expenses (including attorneys’ fees) arising out of or relating to: (a) participation in the Drop; (b) the purchase, delivery, or use of the Port-A-Suite; (c) any injury, illness, death, property damage, or loss of any kind resulting from or connected to the Port-A-Suite; or (d) any breach of these Terms.

TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES WILL BE RESOLVED INDIVIDUALLY AND NOT ON A CLASS-ACTION BASIS; (2) CLAIMS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, IF ANY, AND IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED; (3) PARTICIPANTS WAIVE ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS, AND ANY MULTIPLIED DAMAGES; AND (4) PARTICIPANTS’ REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES, IF ANY, AND PARTICIPANTS IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THESE LIMITATIONS, SO THEY MAY NOT APPLY IN THEIR ENTIRETY TO EVERY PURCHASER.

10. TECHNICAL ISSUES; MODIFICATIONS

Sponsor and Administrator are not responsible for technical failures, server errors, network outages, lost or delayed transmissions, unauthorized interventions, computer viruses, or other technical malfunctions that may affect participation in the Drop or the timely transmission of claim submissions. Sponsor reserves the

right, in its sole discretion and without prior notice, to cancel, suspend, or modify the Drop if fraud, technical failure, or other circumstances beyond Sponsor's control compromise the integrity or proper conduct of the Drop.

11. PRIVACY

Personal information collected in connection with the Drop will be used by Sponsor and Administrator solely for purposes of administering the Drop and fulfilling the purchase. All personal information is subject to Sponsor's privacy policy, available at <https://www.moen.com/privacy-policy>. By participating, you consent to the collection, use, and disclosure of your personal information for these purposes.

12. RIGHT OF PUBLICITY

By completing the purchase of the Port-A-Suite, purchaser consents to and grants Sponsor and Administrator the right to use purchaser's name, city and/or state of residence, statements, likeness, voice, photograph, and/or biographical information, without limitation, and without purchaser's prior approval, for promotional and advertising purposes relating to the Drop and Sponsor's products and services, in any media or format, whether now known or hereafter developed, including but not limited to the internet, social media, and broadcast media, worldwide, in perpetuity, without further consideration or payment, where permitted by law.

13. GOVERNING LAW AND JURISDICTION

Except where prohibited, these Terms and all matters arising out of or relating to the Drop shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any conflict-of-law principles. Any legal action arising out of or relating to these Terms or the Drop shall be brought exclusively in the state or federal courts located in Cook County, Illinois, and participants hereby consent to the personal jurisdiction of such courts.

14. GENERAL

These Terms constitute the entire agreement between the purchaser and Sponsor with respect to the Drop and supersede all prior agreements, representations, and understandings. If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions shall continue in full force and effect. Sponsor's failure to enforce any term hereof shall not constitute a waiver of that or any other provision. These Terms may not be assigned by purchaser. Sponsor reserves the right to correct typographical or other errors in these Terms.

For questions about these Terms, contact Administrator at [**moenportasuite@promotions.support**](mailto:moenportasuite@promotions.support).