

2010 RINNAI THE PERFECT PITCH PROMOTION

OFFICIAL RULES

1. Eligibility. Eligibility to participate in “The Perfect Pitch” promotion (the “Promotion”) is open only to trained installation companies of Rinnai condensing tankless water heaters located in the United States and Canada. Trained installation companies who participate in this Promotion (the “Participants”) agree to abide by the terms and conditions of these official rules (“Official Rules”). The following individuals are excluded from participation in this Promotion: employees and immediate family members of employees of Rinnai America Corporation (“Sponsor”) and its subsidiaries, affiliates, officers, directors, assigns, advertising, promotional and fulfillment agents, attorneys, accountants, and other representatives and the persons with whom each of the above are domiciled. The term “immediate family” includes spouses, siblings, parents, children, grandparents and grandchildren, whether as “in-laws” or by current or past marriage(s), remarriage(s), adoption, co-habitation, or other family extension and any other persons residing at the same household whether or not related. THIS PROMOTION IS SUBJECT TO ALL FEDERAL, STATE, PROVINCIAL AND LOCAL LAWS, RULES AND REGULATIONS. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

2. Duration of Promotion. Promotion begins at 12:00 AM Eastern Standard Time on February 22, 2010 and ends at 11:59 PM EST on May 31, 2010.

3. Entry: To participate in the Promotion, Participants must register Rinnai Condensing Tankless units purchased and installed on <http://partners.rinnai.us>. Validity of entries will be determined at Rinnai’s sole discretion. Product registrations submitted without proper documentation or incomplete information will not qualify for the promotion. All documents submitted become the property of Rinnai and will not be returned. Rinnai reserves the right to request additional information.

4. Rebates: All Participants will receive a free 21” Vent kit for each Rinnai brand condensing water heater (interior model) purchased and installed or the cash equivalent \$65.00 USD per unit for the exterior model. The rebate is limited to 5 free 21” Vent Kits for interior models or five cash rebates for a total of \$325.00 USD for the exterior models per Participant. Rebates will be paid to the installation company on record. Please allow 6-8 weeks for processing of rebates.

5. Qualifications for the Trip. For each Rinnai Condensing Tankless unit purchased and installed (interior or exterior model) the Participant will earn 1 point. The three (3) Participants with the highest number of points will receive a trip award. In the event of a tie, winners will be selected based on the earliest time and date of last valid and qualifying entry submitted.

6. Selection of Trip Winners. The three winners will be selected on or about June 1, 2010, from among the valid and completed entries, as determined by Rinnai, submitted on <http://partners.rinnai.us>. In the event of a tie, winners will be selected based on the earliest time and date of last valid and qualifying entry submitted. Winners will be notified by telephone. Each winner may bring a guest. SPONSOR RESERVES THE RIGHT TO AMEND, TERMINATE OR SUSPEND THE PROMOTION WITHOUT NOTICE, AT ANY TIME AND FOR ANY REASON. SPONSOR ALSO RESERVES THE RIGHT TO ALTER OR AMEND THESE RULES AT ANY TIME; PROVIDED, HOWEVER, THE AWARDS WILL BE AWARDED UNDER ALL CIRCUMSTANCES.

7. Trip Award. Three winners and a guest will travel to San Diego, CA on July 16, 2010 and will receive: • Round-trip airfare for two to San Diego, CA • a two-night hotel stay (double occupancy), • Two tickets to the San Diego Padres baseball game on July 17, 2010 and • \$100 Gift Card toward expenses. The winner with the most points will have the opportunity to throw out the first pitch at the San Diego Padres baseball game on July 17, 2010. In the event of a tie, winner with the earliest time and date of last valid and qualifying entry submitted will be selected. No award substitutes allowed.

8. Sponsor/ Request for Rules. Rinnai America, 103 International Drive, Peachtree City, GA 30269. A copy of these Official Rules may be obtained by sending a self-addressed stamped envelope to Rinnai 2010 - The Perfect Pitch Promotion, Rinnai America Corporation, 103 International Drive, Peachtree City, GA 30269.

9. General. By participating in this Promotion, each Participant agrees to these terms and conditions and the decisions or interpretation of the Sponsor regarding these terms and conditions which shall be final in all respects. All federal, state, and local taxes are the sole responsibility of the Participant receiving the rebate or the trip package. By registering for the Promotion or by accepting the award, each Participant releases and holds harmless Sponsor and its subsidiaries, representatives, sponsors, affiliates, directors, officers, employees, consultants and assigns, against any and all claims, liability, loss, injury, or damage of any kind (including, without limitation attorneys' fees and expenses of litigation) arising from participation or Participant's acceptance and use of any award. Each Participant assumes all liability for any injury or damage caused, or claimed to be caused, by the participation in this Promotion or the redemption and the use of any award. Winning an award is contingent upon fulfilling all requirements set forth herein. If a Participant chooses not to accept award, or is ineligible to accept award for any reason, other winners will be chosen by Sponsor. Potential award winners must sign and return a Release of Liability, in a form satisfactory to Sponsor, within ten (10) days of notification or the potential award winner shall be deemed to have forfeited the award and an alternate potential award winner will be chosen. Sponsor is not responsible for late, lost, illegible, incomplete, stolen or misdirected entries or Winner Verification Forms. Each winner shall be solely responsible for any and all costs of installation and maintenance in connection with an award.

10. Disclosure of Winners. To request a disclosure of the winners, which shall be available after July 1, 2010, send a self-addressed, stamped envelope prior to October 31, 2010 to: Rinnai North America, 103 International Drive, Peachtree City, GA 30269.

11. Release. By registering for the Promotion, each Participant agrees and consents to allow the Sponsor to (i) use their name and address (city and state only) and/or photograph, videotape or any likeness for advertising or publicity purposes and or any other lawful purpose in all media, and (ii) use any statements made by or attributed to Participant relating to Sponsor in all media. Each Participant agrees that Sponsor shall have any and all rights to the foregoing uses in perpetuity throughout the universe, without further compensation. By entering the Promotions, each Participant agrees and expressly consents to receive e-mails, telephone calls and/or RSS feeds from the Sponsor or its affiliates. A Participant may opt-out of such emails, telephone calls and/or RSS feeds by following the instructions in such communications or the instructions on the Sponsor's website.

12. Internet. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotions, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotions. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit a Participant from participating in the Promotions if it determines that said Participant is attempting to undermine the legitimate operation of the Promotions by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other

Participants. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTIONS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW (INCLUDING ALL ATTORNEYS' FEES, COURT COSTS AND EXPENSES).

13. Disputes/Choice of Law: Except where prohibited, each Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Atlanta, Georgia, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including reasonable attorneys' fees, (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) Participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Georgia law, without giving effect to its conflict of laws principles, governs the Promotion and all aspects related thereto. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY. In the event that any provision of these Official Rules or portion thereof is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.