## Relax, It's a Ritchie Sweepstakes

#### **OFFICIAL RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW. By participating in this sweepstakes, you are providing your signature, consent and agreement to receive emails from Ritchie Industries, Inc., the Sponsor of this promotion. Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules.

**ENTRY PERIOD:** The Relax, It's a Ritchie Sweepstakes (the "Sweepstakes") begins on July 1, 2022 at 12:00 am Central Standard Time and ends on September 30, 2022 at 11:59 pm Central Standard Time ("Sweepstakes Period"). Sweepstakes is sponsored by Ritchie Industries, Inc.

**SPONSOR:** Ritchie Industries, Inc., at 120 S Main Street, Conrad, Iowa, 50621 (the "Sponsor")

**ADMINISTRATOR:** Momares, LLC at www.SweepPea.com

**ELIGIBILITY:** The Sweepstakes open only to natural persons who are legal residents of the 48 contiguous United States, including the District of Columbia, who are 18 years of age or older as of the Sweepstakes start date ("Entrant"). Persons in any of the following categories are not eligible to participate or win a Prize: (a) persons who are employees or agents of the Sponsor, the Administrator, Stewart & Associates, their respective parent companies, affiliates, divisions, prize providers, subsidiaries, suppliers, distributors and the service agencies or independent contractors of any of the above organizations; (b) suppliers, distributors or retailers of products; (c) individuals engaged in the development of, the production or distribution of materials for, or the implementation of this Sweepstakes; or (d) employees of, persons in the immediate family of, or persons living in the same household as any person in any of the preceding categories (collectively, "Released Parties"). All federal, state and local laws and regulations apply. For the purposes of this Sweepstakes, "immediate family members" is defined as spouse, domestic partner, mother, father, grandmother, grandfather, children, siblings and their spouses, and "persons living in the same household" shall mean people who share the same residence at least three (3) months a year, whether legally related or not. This Sweepstakes is void in Puerto Rico, Guam, American Samoa, all other United States territories, possessions, and protectorates, foreign based United States military installations and wherever restricted or prohibited by law.

**HOW TO ENTER:** During the Sweepstakes Period eligible Entrants may enter the Sweepstakes by:

**Website:** By visiting https://ritchiefount.com ("Website"), the Entrants will be instructed to complete and submit the Sweepstakes entry form. Each completed and confirmed entry form will generate one (1) Sweepstakes entry during the Sweepstakes Period.

Upon the successful submission of the completed and valid entry form, the Entrant will receive one (1) entry into the Sweepstakes. All entries must be received by no later than 11:59pm on the last day of the Sweepstakes Period to be eligible to win the prizes offered. Each Entrant is limited to a total of one (1) entry during the Sweepstakes Period, regardless of the number of email address or mobile devices they may have. Administrator's computer is the official time keeping device for this Sweepstakes. Proof of emailing or texting does not constitute proof of delivery or entry. Any attempt to submit more than the maximum number of entries using multiple/different email addresses, mobile devices, identities or any other methods may void that entrant's entry. Entries generated by robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor.

**DRAWING AND NOTIFICATION:** One (1) potential winner will be randomly drawn from among all eligible entries received for each Entry Period in accordance with these Official Rules through the entry methods offered ("Winner"). There will be one (1) winner drawn per Entry Period for a total of one (1) prize (collectively "Drawing") as per Entry Periods chart ("Entry Periods Chart") below. Each drawing will be held from among that Entry Period's valid entries only. The potential Winner(s) will be notified on or around the notification date shown on the Entry Period Chart using the information provided in their entry. All drawings will be conducted by the Sponsor or Administrator whose decisions are final and binding in all matters relating to this Sweepstakes. The Sponsor or Administrator will randomly select the potential Winner at the drawing. The decisions of Sponsor are final and binding in all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. The winners will be notified by mobile phone, text message, or email and will be required to claim their Prize within five (5) days. If no response is received within the time allotted, one (1) alternate Winner will be selected. Any alternates selected will also be required to claim their Prize within five (5) days. Sponsor is not responsible for suspended or discontinued internet, land line, or wireless service which may result in potential Winner not receiving initial Prize notification or communication from Sponsor.

### **ENTRY PERIODS CHART**

Entry Periods	Entry Period starts at 12:00:00 AM CT on:	Entry Period ends at 11:59:00 PM CT on:	Drawing Date	Winners Drawn	Winner Notification Date
1	7/1/22	7/31/22	8/1/22	1	8/2/22
2	8/1/22	8/31/22	9/1/22	1	9/2/22
3	9/1/22	9/30/22	10/3/22	1	10/4/22

The Prizes are as follows (altogether collectively, the "Prizes" and each a "Prize")

**PRIZE:** a choice of any Ritchie Waterer product(s) up to a \$1,479.00 in value, excluding products from the CattleMaster line. Prize does not include installation. The Approximate Retail Value (ARV) of the Prize(s) is \$4,437.00

PRIZE CONDITIONS: By accepting any Prize, the Winner(s) agrees to release the Sponsor and the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any Prize or resulting from acceptance, possession, or use/misuse of Prize awarded. No substitution or transfer of Prize or election of cash in lieu of Prize will be permitted, except by Sponsor. Prizes are awarded "as is" with no warranty or quarantee, either express or implied. The Sponsor reserves the right at its sole discretion to substitute any part of the Prize package with another Prize of equal or greater value in the event that the Prize (or any component thereof) is not available. If the actual value of the of one or all the Prizes selected by the Winner is lower than the offered ARV Prize value stated in these Official Rules, the difference will not be awarded in cash or in any other form of payment. Prize Winner will be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release form provided to them to be returned within five (5) days of written notification, or the Prize may be forfeited, and an alternate winner may be selected. Prize Winner will also be required to disclose their social security number for the purpose of issuance of a Form 1099-Misc for tax purposes. Winner is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the Prize or receipt of the Prize. By accepting a Prize, Winners grant permission for Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Web Site) now known or hereinafter invented without territorial or time limitations and without further notice to and without

additional compensation. If you are selected as a Winner, your information may also be included in a publicly-available Winner's list. Limit one Prize per individual, household, street address, mobile number and/or email during any one (1) year period across Sponsor's promotions.

**GENERAL RELEASES:** By accepting a Prize, where permitted by law, the Winner grants to the Sponsor, its parent, subsidiaries and related companies, and those acting pursuant to the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation, in perpetuity, at any time the recipient's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL SPONSOR, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE(S). By participating, entrants release and agree to hold harmless the Sponsor, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, dealers, distributors, suppliers, Prize provider and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Winner acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or quarantee, express or implied, in fact or in law, relative to the Prize. All entrants understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, territory, or country that may be applicable with respect to the foregoing release are hereby expressly and forever waived. All participating entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**GENERAL CONDITIONS:** This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, Entrant agrees to release, discharge, indemnify and hold harmless the Released Parties, and each of their respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession and/or use or misuse of the Prize, or for any typographical or other error in the printing, offering or announcement of the Prize. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the Prize, including, but not limited to, its quality or fitness for a particular purpose. By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines, in its sole discretion, violates these Official Rules. This Sweepstakes is void where prohibited.

**LIMITATIONS OF LIABILITY:** Administrator and Sponsor reserve the right, in their sole discretion, to modify, terminate or suspend this Sweepstakes (or any portion thereof) for any reason, including, but not limited to, viruses, worms, bugs, fraud, technical failures, non-authorized human intervention, or other causes corrupt or impair the administration, security, fairness or proper play of the Sweepstakes (or any portion thereof) or for any other reason and, in the event of termination at its discretion, select winners from those eligible, non-suspect entries received prior to event requiring such termination. Neither Sponsor nor Administrator assumes responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized

access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any wireless mobile device, wireless telephone network, wireless signal coverage or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet, unavailability of the data provider, website, microsite, internet service provider, social media platform(s) used for purposes of administering this Sweepstakes that may interfere with the Sweepstakes or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute over the identity of an Entrant, entry will be deemed submitted by the registered account holder of the email address and/or mobile phone number associated with the entry, provided that person is eligible. Prize Winner(s) may be required to show proof of being the registered account holder.

"Registered account holder" is defined as the person assigned to an email address by an Internet access provider, an organization responsible for assigning email addresses for the applicable domain, or to the responsible party associated with the account connected to the mobile number. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules and/or other instructions of Sponsor may be disqualified.

**GOVERNING LAW:** The parties agree that the Sweepstakes and these Official Rules will be governed, construed, and interpreted under the laws of the State of Iowa, without giving effect to any choice of law or conflict of law rules (whether of the State of Iowa or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Iowa.

DISPUTE RESOLUTION: BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Entrant, Sponsor, and the Released Parties (each, a "Party" and collectively the "Parties") each agree to fully and finally settle all disputes pertaining to the Sweepstakes, administration of the Sweepstakes, and/or these Official Rules only through binding arbitration (in each case, a "Dispute"); provided, however, (a) Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in or closest to, Des Moines, IA and any other court with jurisdiction over the Parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction.

The Parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator in an arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable

arbitration administration service. The arbitration may be conducted in person, through the submission of documents, by phone, or online.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the AAA, and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website: www.adr.org, unless otherwise mutually agreed between the parties. If an in-person hearing is required, except as otherwise required by applicable AAA rules or applicable law, then it will take place in Des Moines, IA or other location determined by the Sponsor. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the Dispute must be brought in a court of competent jurisdiction in Des Moines, IA. Sponsor agrees to pay the administrative and arbitrator's fees to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Des Moines, IA and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non convenient with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either Party related in any way to the Sweepstakes be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You and each Party also agree that each Party may bring claims against the other in arbitration only in their respective individual capacities and in so doing **YOU WAIVE THE RIGHT TO A TRIAL BY JURY**, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

**MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules or any other guidelines, instructions, policies, or term will not constitute a waiver of that provision.

Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, Sponsor's Privacy Policy or Terms of Use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**USE OF DATA:** All information submitted by Entrant will be treated according to Sponsor's privacy policy, available at https://ritchiefount.com/privacy-policy/. By participating in the Sweepstakes and providing your e-mail address and/or mobile phone number Entrant hereby agrees to Sponsor's collection and usage

of their personal information and acknowledges that they have read and accepted Sponsor's Privacy Policy.

**WINNERS LIST:** For a Winner(s) List, visit <a href="http://ritchie-winners.sweeppea.com/">http://ritchie-winners.sweeppea.com/</a> no earlier than 30 days after the Sweepstakes has ended.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram.

Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship, or affiliation with Sponsor or the Sweepstakes.

###END###

## **ABBREVIATED RULES**

# NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

This Sweepstakes open only to natural persons who are legal residents of the 48 contiguous United States, including the District of Columbia, who are 18 years of age or older as of the Sweepstakes start date. Sweepstakes ends September 30, 2022 at 11:59 pm Central Standard Time. For entry and official rules with complete eligibility, prize descriptions, odds disclosure and other details, visit https://ritchiefount.com. Sponsored by Ritchie Industries, Inc. Void where prohibited.

**NO PURCHASE NECESSARY.** Open to legal residents of the 48 United States and D.C., who are 18 years of age or older. Sweepstakes ends9/30/2023. For entry and Official Rules visit <a href="https://ritchiefount.com">https://ritchiefount.com</a>