

## **\$500 Gift Card Contest Sweepstakes**

### **Official Rules**

The \$500 Gift Card Contest Sweepstakes (the "Sweepstakes") begins on June 24, 2022 at 7:00am and concludes on October 1, 2022 9:00pm, Central Time (the "Entry Period"). The Sweepstakes is sponsored and administered by Fleet Farm Group, LLC 2401 S. Memorial Drive, Appleton, WI 54915 ("Fleet Farm").

Participants may enter by completing and submitting an entry form which can be found by texting the keyword FALL to 86516. No participant will have entered the sweepstakes unless the entry form is completed and submitted. **NO PURCHASE NECESSARY TO ENTER OR WIN.** Limit one entry per person / per day.

Sweepstakes entry is open to entrants who, as of the entry date, are permanent legal residents of any state of the United States, who are at least eighteen (18) years old, and who are not an employee of Fleet Farm or its affiliates, subsidiaries, advertising and promotional agencies, an immediate family member of or household resident with any such person or involved in the development or Fleet Farm's execution of the Sweepstakes.

Participation in any part of the Sweepstakes constitutes a participant's agreement to be bound by these Official Rules. Participants agree to be bound by the decisions of Fleet Farm, and that Fleet Farm's decisions shall be final.

After applicable verification and subject to compliance with these Official Rules, one each of the following prizes ("Prize") will be awarded in this Sweepstakes:

**\$500 Fleet Farm Gift Card**

If the actual value of a prize is less than the stated Approximate Retail Value (ARV), the difference will not be awarded. No transfer or substitution of prizes permitted except where required by law. If the Prize, or any portion of such prize, is unavailable, Fleet Farm may award a substitute prize of equal or greater value.

The odds of winning depend on the total number of entries received. Any and all taxes that may be or become due on the Prize are the sole responsibility of the Prize Winner(s). The Prize Winner(s) agrees to fully indemnify Fleet Farm for any liability it may incur as a result of taxes on the Prize.

**WINNER SELECTION AND NOTIFICATION:** Prize winner(s) will be selected in a random drawing to be held on or about October 3, 2022. Fleet Farm will attempt to notify the selected entrant (subject to verification of eligibility) via telephone or e-mail within a week following the drawing date. A notified person may disclaim a Prize by either not claiming the Prize or by not completing and returning Fleet Farm's Affidavit of Eligibility and Liability and Publicity Release within twenty-four hours (24) hours of attempted notification, and in such case an alternate tentative Prize winner will be selected. This

process will be repeated until such time as a tentative Prize winner completes and returns to Sponsor the Sponsor's Affidavit of Eligibility and Liability and Publicity Release within twenty-four hours (24) hours of attempted notification. At such time, subject to verification by Fleet Farm's designated judges, a tentative Prize winner will be deemed a Prize Winner.

Prize Winner grants to Fleet Farm and its designees the right to use Prize Winner's name, photograph, voice, likeness and city of residence for purposes of advertising or promoting and publicizing the efforts and activities of Fleet Farm without further consideration.

Non-compliance or the return of any Prize notification as undeliverable may result in disqualification and selection of an alternate winner. In all cases, Fleet Farm reserves the right to request proof of residency and age. A winner will be deemed to have forfeited the prize if Fleet Farm determines that the proof is unsatisfactory. Prize will be mailed to the prize winner.

**NAME OF WINNER:** The names of Prize Winners are available one month after the close of the Entry Period, and before six months after the close of the Entry Period. For this information, send a self-addressed stamped envelope (except where not required by applicable law) to: \$500 Gift Card Contest Sweepstakes Rules. Winner List at 2401 S. Memorial Drive, Appleton, WI 54915. All such requests must be received within six (6) months of the close of the Entry Period.

**PRIVACY:** Information submitted as part of this Sweepstakes will be treated in accordance with Fleet Farm's Privacy Policy. By submitting information in connection with any portion of the Sweepstakes, each participant agrees to receive promotional materials from Fleet Farm.

**RELEASE AND LIMITATIONS OF LIABILITY:** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS AGREE TO RELEASE AND HOLD HARMLESS FLEET FARM, ITS AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ANYONE INVOLVED IN THE PLANNING AND EXECUTION OF THE SWEEPSTAKES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND SWEEPSTAKES JUDGES (THE "SWEEPSTAKES PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE SWEEPSTAKES PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE SWEEPSTAKES, AND IN NO EVENT SHALL THE SWEEPSTAKES PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER. THE WINNER OF ANY PRIZE SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THE PRIZE OR ANY PRIZE ELEMENTS AFTER IT HAS BEEN DELIVERED OR MADE AVAILABLE.

**DISPUTES:** Participants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and either by the United States District Court, Eastern District, located Green Bay, Wisconsin or the Circuit Court of the State of Wisconsin, Outagamie County; (2) they voluntarily submit to the personal jurisdiction of the United States District Court, Eastern District, located Green Bay, Wisconsin or the Circuit Court of the State of Wisconsin, Outagamie County; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall include consequential damages or attorneys' fees; and (4) participants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

By entering into this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Judges and of Fleet Farm, which shall be final and binding in all respects. These Official Rules are accessible at Sweepstakes Website throughout duration of the Sweepstakes. Failure to comply with these Official Rules may result in disqualification. Sponsors reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsors to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person.

**GENERAL:** Sponsors assume no responsibility for any computer, software, online, Internet or technological malfunctions or for lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed, mutilated, postage-due or misdirected mail, correspondence, requests, claims or other errors or problems in connection with or relating to the Sweepstakes. If for any reason the Sweepstakes is not capable of being conducted as contemplated in the Official Rules, including if due to computer virus, bugs, tampering or technical failures which compromise the administration or integrity of the Sweepstakes, Sponsors, in its sole discretion, reserves the right to terminate or modify the Sweepstakes. In the event of a dispute regarding the identity of an entrant who has entered via the Sweepstakes Site, entries will be declared to have been made by the "Assigned Account Holder," that is, the individual person who is assigned the email address corresponding to the winning entry. All entries become the property of the Sponsor and none will be returned. Sponsor and Sweepstakes judges designated by

Sponsors reserve the right to disqualify any entrant who tampers or attempts to tamper with the entry procedure or the Sweepstakes Site or violates these Official Rules.

For additional copies of the Official Rules, please send a self-addressed stamped envelope (except where not required by law) by first class mail to: Official Rules, \$500 Gift Card Contest Sweepstakes, 2401 S. Memorial Drive, Appleton, WI 54915. Requests must be received within six (6) months of the close of the Entry Period. Official Rules will also be posted at the Sweepstakes Site during the Sweepstakes.

VOID WHERE PROHIBITED. The Sweepstakes is VOID WHERE PROHIBITED. Also, if any specific provision or Sweepstake rule is prohibited or deem void, the remaining rules shall remain in effect.