## CERROWIRE FALL GIVEAWAY SWEEPTAKES OFFICIAL RULES UNITED STATES NOVEMBER 2023

Important: Please completely read Official Rules before entering this online promotion. By participating in the CERROWIRE FALL GIVEAWAY Sweepstakes (the "Promotion"), you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below. These Official Rules govern your participation in the Promotion.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION VOID WHERE PROHIBITED BY LAW.

1. SPONSOR: CERROWIRE 1099 Thompson Road SE, Hartselle, AL 35640

2. ELIGIBILITY. PROMOTION OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES WHO ARE OF MAJORITY AGE IN THEIR STATE. IF YOU DO NOT MEET THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN THE PRIZES, AND SPONSOR RESERVES THE RIGHT NOT TO AWARD THE PRIZE TO YOU. To be eligible to win the prize, entries must be received by Sponsor in the format designated in Section 4 below. Directors, officers, and employees of Sponsor or any of its subsidiaries, agents, professional advisors, advertising and promotional agencies, immediate families of each and persons living in the same household (whether related or not) are not eligible to win any prizes. This promotion is subject to all applicable federal, state, and local laws and regulations.

3. PROMOTION PERIOD. The Promotion starts on November 1, 2023, and ends on November 15, 2023 (the "Promotion Period.") Except as expressly specified in Section 4 below, all entries must be received during the Promotion Period to be eligible to win a prize.

4. HOW TO ENTER. To enter, entrants must:

Follow the Cerrowire page on Instagram; Tag three (3) "friends" in the Promotion post comments; Share Promotion to entrants' story for an extra entry. Duplicate entries, other than as allowed, or entries made through agents, third parties, organized groups will be disqualified. Proof of entry submission does not constitute proof of receipt. All entries and requests will not be acknowledged or returned. All entrants and entries are subject to verification by Sponsor. Failure to verify credentials will result in the disqualification of entrant. Any submission that does not comply with any aspect of these Official Rules may be rejected by Sponsor and the entrant disqualified. All eligible entrants will be entered into a drawing for a chance to win the prizes in Section 6 below. ALL ELIGIBLE ENTRANTS WILL HAVE AN EQUAL CHANCE OF WINNING.

5. WINNER SELECTION AND NOTIFICATION. Three (3) prize winners will be selected in a random drawing from all eligible entries to be held at Sponsor's location within forty-eight hours of the end of the Promotion. The winners will be contacted via the Instagram account used at time of entry. To claim the Prize, the winners should respond to the direct message inquiry with any additional information needed, which will be used to send the prize. Sponsor is not responsible for changes to an entrant's contact information that may interfere with winner notification. If a potential prize winner's direct message and/or mail is returned as undeliverable, or is otherwise found to be ineligible, or if a selected winner cannot accept or receive the prize for any reason, the corresponding potential prize winner will forfeit the prize and an alternate winner will be selected who will be subject to disgualification in the same manner. The Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate winner, if any. At Sponsor's discretion, if the prize is returned as undeliverable or otherwise not claimed within five (5) days after delivery of notification, or. alternatively, if after three (3) attempts to contact winner by phone and/or email with the prize notification are not successful, the corresponding prize will not be awarded. Each prize is non-transferable and no substitution by any winner is allowed, except that Sponsor reserves the right to substitute a prize of equal or greater value. Odds of winning a prize depend on number of eligible entries received. ALL FEES, FEDERAL, STATE, LOCAL, OR PROVINCIAL TAXES OR OTHER EXPENSES ASSOCIATED WITH THE PROMOTION, RECEIPT OR USE OF ANY PRIZES, IN ANY, ARE THE SOLE RESPONSIBILITY OF EACH WINNER.

- 6. PRIZES. (3) winners will receive:
- (1) Carhart Jacket ARV \$60
- (1) Tumbler ARV \$20
- (1) Koozie ARV \$3
- (1) Blanket ARV \$10
- (1) Sticker ARV \$1
- (1) Beanie ARV \$6

For a total value of \$100 USD

7. ODDS OF WINNING. Odds of winning a prize depend on number of eligible entries received.

8. OFFICIAL RULES REQUEST; WINNERS LIST. To obtain a copy of these Official Rules visit <u>https://www.cerrowire.com/FALLGiveaway</u> or send a stamped, self-addressed business-size envelope to Sponsor at the address listed in Section 1 above, Attn: CERROWIRE FALL GIVEAWAY Sweepstakes Official Rules.

9. USE OF WINNER'S NAME, LIKENESS, ETC. Except where prohibited by law, entry and acceptance of prize constitutes permission to use each winner's name, prize won, hometown and likeness/photograph for online posting and promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, the winner may be required to execute a consent to the use of his/her name, hometown, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation. All prize winners may also be featured on Sponsor's website, social media sites, and other marketing materials.

10. CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION. By entering the Promotion and voluntarily providing personal information, you agree and consent to Sponsor's collection, use and retention of the personal information provided in your entry for all purposes related to the Promotion (including, without limitation, processing and administering entries, sharing an entrant's personal information with Sponsor's service providers and contractors as necessary to conduct and operate the Promotion, communicating with and awarding prizes to winners, making public announcements about winners, and advertising, promoting and publicizing the Promotion). Personal information provided in your entry will be subject to Sponsor's Privacy Policy published at <u>https://www.cerrowire.com/privacy-policy/</u>. If you object to the above or anything stated in Sponsor's Privacy Policy, you should NOT enter the Promotion.

11. IDENTITY OF ENTRANT. In the event of a dispute about the identity of the entrant, entries made online will be deemed made by the authorized account holder of the email address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

12. GENERAL RELEASE & LIMITATIONS OF LIABILITY. By participating in this promotion, on your behalf and on behalf of your respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties") hereby release and hold harmless the Sponsor, its affiliates, subsidiaries, Sponsor, professional advisors, and agencies, as well as the employees, officers, directors and agents of each ("Released Parties"), from any liability whatsoever, and waive and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, mis-delivery, acceptance, possession, use of or inability to use any prize, including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, whether under a theory of contract, tort (including negligence), warranty or other theory, against **Released Parties which any one or more of the Releasing Parties ever** had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant's participation, acceptance and use or

misuse of any prize. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. ENTRANT HEREBY WAIVES ANY RIGHTS **OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE,** INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR **OTHERWISE.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; therefore, such exclusions may not apply to you. Sponsor is not responsible for: (a) any late, misrouted, or distorted transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communicationsrelated malfunctions or failures; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Promotion. Entrants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Promotion or use, misuse or redemption of any prize.

13. WARRANTY. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Promotion. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

14. MISCELLANEOUS. By participating in the Promotion, entrants agree to be bound by these Official Rules, including all eligibility requirements, and agree to be bound by the decisions of Sponsor, which are final and binding in all respects. To the extent permitted by law, Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Promotion or any entrant's participation in the Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Promotion, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Promotion as planned. In the event that Sponsor suspends or cancels the Promotion for any reason, Sponsor may award the prize in a random drawing from all eligible entries received up to the date of cancellation or suspension. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL. WHETHER OR NOT AN ENTRANT, TO DELIBERATELY INTERFERE OR TAMPER WITH THE **OPERATION OF THIS PROMOTION, IS A VIOLATION OF CRIMINAL & CIVIL** LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Entrants who engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Promotion. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion. If you have any questions about these Official Rules or the Promotion, please mail written questions to Cerrowire ATTN: 2023 **Cerrowire FALL Giveaway – Promotion Questions, CERROWIRE 1099** Thompson Road SE, Hartselle, AL 35640

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