

## Sweepstakes Official Rules & Regulations

### Sweepstakes OFFICIAL RULES

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT.

**1. SWEEPSTAKES PERIOD:** Farm Demographics Sweepstakes (the “Sweepstakes”) begins on November 15, 2022 at 10am CT and ends at 5pm CT on March 8, 2023 (the “Sweepstakes Period”). Sponsor’s computer is the official clock for the Sweepstakes.

**2. ELIGIBILITY:** Sweepstakes only open to farmers who are residents of the 50 U.S. States or D.C., who have reached the age of majority. Employees of ASA, NCGA, NAWG, NSP and AEM, and their affiliates, subsidiaries, divisions, fulfillment and advertising and promotion agencies (“Sweepstakes Entities”) and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside), and those living in the same household of each such individual, whether or not related, are not eligible to enter or win.

### **3. HOW TO ENTER:**

**METHOD OF ENTRY:** There are two methods of entry for this Sweepstakes. **NO PURCHASE NECESSARY TO ENTER OR WIN.** Entrants who have registered to attend Commodity Classic may enter by providing the farming demographic data requested by Sponsor in print or online at CommodityClassic.com. Alternatively, any entrant can mail a post card with “Commodity Classic 2023 Farm Demographics Sweepstakes” and the entrant’s name, address, email and phone number to Commodity Classic at 12647 Olive Blvd., Suite 410, St. Louis, MO 63141. Upon submission of farming demographic data or the registration card, Entrants will automatically receive one entry per household into the Sweepstakes.

**LIMITS:** There is a limit of one (1) entry per family for the entire Sweepstakes Period. All entries become the property of Sponsor and will not be acknowledged or returned.

**ENTRANT DATA AND PRIVACY:** Submission of the registration card, farming demographic data, and any prize notification documents (“Entrant Data”) constitutes your consent for Sponsor to obtain, use, and transfer your name, address and other details for Sweepstakes administration purposes. Any Entrant Data shall be used only in a manner consistent with the consent given by entrants at the time of entry, with these Official Rules.

By entering the Sweepstakes, entrants hereby grant to Sweepstakes Affiliates the following rights with respect to the Entrant Data: Show management utilizes the farm demographics data to understand the types of commodities its farmer-registrants produce, the size of their farms, and to improve the strategic decisions and content regarding future productions of Commodity Classic. Data is shared in aggregate format on CommodityClassic.com. Individual farm demographics are made available to exhibitors and sponsors.

By accepting a prize, Winner consents to the use of his/her name, city and state of residence, for promotional purposes by Sponsor, and its designees, including but not limited to the posting of winner’s name on the Sponsor website, in a Winners List, without additional compensation, except where prohibited by law (“Promotions”). All copyright, trademark or other intellectual property rights in such Promotions shall be owned by Sponsor or its licensors and winner hereby disclaims and waives any claim of right to such Promotions. Such Promotions shall be solely under control of Sponsor or its licensors, and winner hereby waives any claim of control over the Promotions content as well as any possible claims of misuse of winner’s name under contract, tort or any other theory of law.

### **4. PRIZES, PRIZE DRAWING, AND ODDS OF WINNING:**

**PRIZE DRAWING:** Sponsor will conduct one (2) random prize drawings, from all eligible entries received during the Sweepstakes Period. The drawing will be conducted at the 2023 Commodity Classic. Odds of winning depend on number of eligible entries received. Non-winning entries will not carry forward to or be included in any subsequent sweepstakes or prize drawings of Sponsor.

**PRIZE DETAILS:** Total of two (2) prizes. Winner will receive one of two \$500.00 Amazon gift cards. The winner is solely responsible for any taxes on the prize. A check will be mailed to the winner. Only one prize will be awarded per winner.

**PRIZE AWARDING:** All Prizes will be awarded, provided more than enough entries have been received. Sponsor will not replace any lost or stolen prize. No transfers or prize substitutions are permitted, except by Sponsor. Sponsor reserves the

right to substitute a prize with one of comparable or greater value, at its sole discretion. Prize awarded is subject to verification of eligibility and compliance with these Official Rules. Potential winner will be notified in person if present at the drawing or by email or phone if not present at the drawing. Prize winner may be required to sign an affidavit of eligibility, liability release and where legal, a publicity release (collectively, the "Affidavit"), and return same, properly executed, within seven (7) days of issuance of notification. If a potential winner cannot be contacted after a reasonable number of attempts; is ineligible according to these Official Rules; fails to provide the required information and/or return the required documents within the specified time period; if a prize or prize notification is returned as undeliverable; a potential winner decides to decline his/her prize for any reason whatsoever, or if a potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit his/her prize and the prize may be awarded to an alternate winner from among all remaining eligible entries received, in the Sponsor's sole discretion. Upon disqualification, no compensation will be given. Once the required information and official paperwork are received within the specified time period, verified, and receive final approval by Sweepstakes Entities, then and only then will a potential Sweepstakes winner become an actual Winner. Prize will be awarded in the name of the Winner. Decisions of the Sponsor are final in all respects of the Sweepstakes.

The Winner will not be obligated to purchase any other Sponsor products or services. Entrants indemnify, release and hold harmless Sweepstakes Entities from losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession of the prize resulting from participating in this Sweepstakes. Entrant acknowledges and agrees that Sponsor has not arranged for nor carries any insurance of any kind for the benefit of Entrant or that of Entrant's heirs, executors and administrators relative to Entrant's use of the prize awarded to Entrant; and that Entrant is solely responsible for obtaining and paying for any insurance relative to the prize awarded to Entrant.

**5. CONDITIONS OF ENTRY:** Sweepstakes Entities are not responsible for incorrect or inaccurate transcription of entry information, or for any human or printing error in these rules or any promotional materials, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or any injury or damage to participant's or any other person's computer related to or resulting from participation in the Sweepstakes, or for late, lost, stolen, illegible or misdirected entries. Entry materials that have been tampered with or altered are void. If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Sweepstakes, or if any difficulties compromise the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor reserves the right to void any entries at issue and/or to suspend, modify or cancel, or terminate this Sweepstakes, in whole or in part, at any time without notice and award the prizes in a random drawing from among all non-suspect eligible entries received as of the termination date. In case of a dispute as to the owner of an entry, entry will be deemed to have been submitted by the authorized account holder of the email address provided in the entry form. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. In the event of time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, Sponsor has the right, in its sole discretion, to terminate the Sweepstakes. Notice of such action will be posted online at [CommodityClassic.com](http://CommodityClassic.com). Caution: Any attempt by a participant or any other individual to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law.

**6. DISPUTES:** This Sweepstakes is conducted in English. Except where prohibited, 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 this promotion, shall be governed by, and construed in accordance with, the laws of Missouri, without giving effect to any choice of law or conflict of law rules (whether of Missouri, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in Missouri.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) 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; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) 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 FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4)

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.

**7. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Missouri 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 is 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 Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago, IL, Washington, DC, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. 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 Missouri. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**8. WHO WON:** For the name of the prize winner, available after March 12, 2023, send a self-addressed, stamped, envelope, by **June 1, 2023**, to Farm Demographics Sweepstakes Winner's Name Request, Commodity Classic, 12647 Olive Blvd., Suite 410, St. Louis, Missouri, 63141.

**9. SPONSOR:** Commodity Classic, 12647 Olive Blvd., Suite 410, St. Louis, Missouri, 63141.

**10. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit 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 will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree 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, privacy policy or terms of use on the Website 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.

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