

OFFICIAL CONTEST RULES

Sweetwater Technologies, LLC Official Contest Rules and Legal Disclaimer

Introduction

These Official Contest rules apply to a Sweetwater Technologies, LLC-sponsored contest (the “**Contest**”), to give away a Polaris RZR Pro XP 4 Ultimate (the “**Prize**”).

By entering into the Contest, participant (“**Participant**”) agrees to abide by these Official Contest Rules and Legal Disclaimer and the decisions of Sweetwater Technologies, LLC (“**Promoter**”), such decisions which are final and binding in all respects.

No purchase necessary to enter or win. Purchase of Sweetwater Technologies, LLC products or services does not enhance chances of winning.

Eligibility

The contest is open solely to owners of a Sweetwater Technologies Franchise, LLC business. Owners will be automatically entered to win. All applicable federal, state, and local laws and regulations apply. Void where prohibited or restricted by law.

How to Enter

All eligible Participants will be automatically entered to win. No action is required to enter. Limit of one (1) entry per person. Any entrant using fraudulent means to participate in the Contest will be disqualified. Eligibility is at the exclusive discretion of Promoter. Promoter shall be entitled to reject any entrant for any reason or no reason at all without having to provide an explanation. Promoter reserves the right, in its sole discretion, to cancel, suspend, or terminate the Contest for any reason and without prior notice to any Participant. Promoter may select a winner using any reasonable means consistent with this Contest.

Selecting and Notifying Prize Winners

The odds of winning the Prize depends on the number of eligible Participants. Promoter will select the winner by random drawing on or about May 6, 2024. The Contest winner will be notified via phone, email, or in person. Promoter is not responsible for digital communications that are undeliverable as a result of any filtering of any kind, insufficient space in a Participant’s account, or by any other failure beyond its reasonable control. Any potential winner will forfeit the Prize if they: (1) fail to respond in a timely fashion to any of Promoter’s requests for information or signatures with respect to the Contest or the Prize (2) cannot be reached at the information provided by such individual; (3) rejects the Prize; (4) fails to pay the cost for shipping and handling of the Prize to their location within thirty (30) days of notification; or (5) is disqualified from the Contest for any reason. In the event of any forfeiture hereunder, an alternate winner will be selected. Prize winners are solely responsible for all applicable: (1) federal, state, and local taxes; (2) out-of-pocket expenses, associated with Prize acceptance and use (including, but not limited to the cost of shipping the Prize, the cost of operation and insurance of the Prize, and any other costs or liability that may arise from the use of the Prize). The cost of shipping will vary depending on the location of the Prize winner. The Prize will not

be substituted by Promoter for cash or other merchandise at any Participant's request, but Promoter reserves the right to substitute an alternate Prize of comparable or equal value in its sole discretion. **The Prize is offered "as is" without any express or implied warranty of any kind or nature**, including without limitation, any warranty respecting condition, merchantability, quality, title or fitness for a particular purpose. Promoter is not responsible for replacing any damaged Prize. Winners may look to the Prize's manufacturer for potential guarantees or warranties of any kind.

Publicity

Subject to applicable law, entrance in the Contest constitutes Participant's consent to Promoter to use his or her name, likeness, opinion, and biographical information for marketing, advertising, and publicity purposes in any media throughout the world at any time and without obligation to seek consent or to provide Participant with any payment or other form of consideration. Participant agrees to execute any document reasonably required by Promoter. Failure to do so shall result in forfeiture of the Prize.

Promoter will be collecting, storing, and exploiting personal data about Participants to administer the Contest and exercise its rights hereunder, including without limitation those relating to marketing and publicity. For more information on Promoter's handling of personal information, see Promoter's Privacy Policy, a copy of which can be found on its website, www.sweetwatertechnologies.com/privacy-policy.

Release

Subject to applicable law, by entering into the Contest and potentially receiving the Prize, each Participant agrees to release, discharge, and hold harmless Promoter, along with Promoter's employees, officers, directors, affiliates, partners, agents and assigns, from and against any claim, cause of action, demand, or proceeding (each, a "**Claim**"), and any resultant loss, injury (including death), cost, expense, fee, fine, penalty, or other loss or expense of any kind, including attorneys' fees (each, a "**Loss**"), relating to or arising directly or indirectly out of Participant's participation in the Contest (or related activity) and/or from Participant's receipt, use, or misuse of any Prize.

Dispute Resolution

The parties hereto acknowledge and agree as follows: (1) that all disputes, causes of action, and claims connected to or arising in any way hereunder between the parties shall be resolved solely on an individual basis (i.e., **class action suits are hereby waived by the parties**), and exclusively by the state or federal courts situated in Bureau County, Illinois; (2) that the laws of the state of Illinois shall govern, without regard to its conflict of laws principals; and (3) that **the parties hereby waive any right to a trial by jury**.

Promoter

Sweetwater Technologies, LLC
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