

Flow-Rite Watering Cart Sweepstakes Rules & Regulations

Official Rules

All federal, state, and local laws and regulations apply.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW NO PURCHASE NECESSARY TO ENTER OR WIN

Please read these Official Rules carefully before entering the Flow-Rite Watering Cart Sweepstakes (“Sweepstakes”). By entering the Sweepstakes, you agree that you have read, and are bound by the terms and conditions set forth below as if you had signed a written contract. If you do not agree to the terms and conditions set forth below, you may not enter the Sweepstakes.

The Sponsor may modify the terms and conditions of these Official Rules as described below, and you agree to familiarize yourself with such modifications by reviewing, from time to time, the “Official Rules” posted at www.flow-rite.com (the “Website”).

1. **Void Where Prohibited or Restricted by Law:** All federal, state, and local laws and regulations apply to the Sweepstakes. The Sweepstakes is void in any state or local jurisdiction where it is prohibited or restricted by law or regulation.
2. **No Purchase Necessary, No Cost to Eligible Entrants:** There is no cost to any Eligible Entrant (as defined herein) to participate in the Sweepstakes or to win a Prize.
3. **Sponsor:** The Sweepstakes is sponsored by Flow-Rite Controls (the “Sponsor”). No other company is responsible for this Sweepstakes or the award of the Prize(s).
4. **Eligibility:** The Sweepstakes is open only to legal residents of the United States and Canada (excluding Quebec) who submit a qualifying entry as provided for in these Official Rules between 12:00PM Eastern Time - May 26, 2021 and 11:59 PM on June 30th, 2021 Eastern Time (“Sweepstakes Period”). Persons who meet all the foregoing criteria are eligible to participate in the Sweepstakes and to win a Prize and are referred to herein as “Eligible Entrants.” Only Eligible Entrants may participate in the Sweepstakes. Any entry by a person not deemed to be eligible, or not submitted in strict compliance with these Official Rules shall be considered void and the entrant, whether eligible or not, shall be disqualified. Employees, officers, directors, attorneys, and agents of the Sponsor and its affiliates, subsidiaries, distributors, and advertising and promotion agencies, Sponsor-authorized parties associated with the design, administration and/or fulfilment of the Sweepstakes (collectively, “Sweepstakes Entities”), and members of the immediate families of such persons (spouses, children, siblings, parents), and/or persons living in the same household as such persons, whether or not related are **not eligible** to enter the Sweepstakes.
5. **Sweepstakes Description/How to Enter:** No purchase is necessary to enter or win the Sweepstakes. Eligible Entrants may enter by filling out simple form via 1 of 3 email campaigns.

6. **Winner Selection by Random Drawing/Prizes/Conditions/Odds of Winning:** A random drawing from all Eligible Entries received during the Sweepstakes Period will be conducted at the conclusion of the Sweepstakes Period.
 - a. **The Prizes.** Up to 1 Prize will be awarded. Each Prize will consist of a watering cart product with a retail value of approximately \$650.
 - b. **Manner of Selecting Prize Winners:** Sponsor will randomly select an entry from those submitted to select a winner (“Prize Winner”).
 - c. **Prize Winner Responsible for All Associated Costs:** Each Prize Winner is responsible for all costs associated with accepting the Prize, including taxes, shipping, government surcharges, fees or expenses. Additionally, the Prize Winner is responsible for any other related costs or expenses related to the use of the Prize.
 - d. **Odds of Winning:** The odds of winning a Prize depend on the total number of eligible Sweepstakes entries received during the Sweepstakes Period. Subject to limitations in these Official Rules, the Prize(s) will be awarded.
7. **Notification of the Prize Winner, Confirmation of Eligibility and Publicity Release:** The Prize Winner(s) will be notified via email and/or by phone. If Sponsor’s Prize notification is returned to Sponsor as undeliverable, the Prize will be forfeited. A Prize Winner must also provide written confirmation of their eligibility under, and agreement with, these rules, in whatever form Sponsor requires, as well as a W9 form if requested, or else their Prize will be forfeited. Additionally, Canadian Prize Winners will be required to correctly answer a mathematical question before being eligible to receive a Prize. In the event that any Prize is forfeited, such Prize may, in the Sponsor’s sole discretion, be awarded to a randomly selected alternate Winner. Prizes will not be awarded to any person, whether eligible or not, in any jurisdiction where this Sweepstakes is restricted or prohibited by law or regulation. Sponsor will not permit substitution, transfer or payment of a cash equivalent for a Prize except that the Sponsor, in their sole discretion, may substitute a Prize with a Prize of equal or greater value, as a result of the unavailability of the Prize or any component thereof, or for any other reason. A Prize Winner’s acceptance of a Prize constitutes permission of the Prize Winner for Sweepstakes Entities to use, without notice or further compensation, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised, such Winner’s name, likeness, pictures, photographs, voice, biographical information, and statements for purposes of advertising, trade, promotion, and publicity, including on social media.
8. **General Conditions of Participation in This Sweepstakes:** The Sweepstakes and these Official Rules are subject to modification, cancellation, or limitation at the Sponsor’s discretion, with or without notice. The Sweepstakes is subject to these Official Rules and all federal, state, and local laws and regulations (collectively, “Rules and Laws”).

If for any reasons, the Sponsor finds that the Sweepstakes has become corrupted by entrants, fraud, technical failures, or any other causes, which corruption in the Sponsor’s sole opinion, affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, or the granting of a Prize or any component thereof, Sponsor reserves the right, in its sole discretion, to disqualify any individual implicated in such action

and/or to cancel, terminate, modify or suspend the Sweepstakes or any portion thereof to conduct the drawing and award the Prizes from all eligible, salvageable Sweepstakes Entries received (if any), prior to and/or after (as appropriate) the action taken by Sponsor or otherwise in a manner that his fair and equitable as determined by Sponsor. In the event that Sponsor determines that there are insufficient eligible entrants, Sponsor reserves the right, in its sole discretion, to not award any or all Prizes.

9. **Limitation of Liability:** No liability or responsibility is assumed by Sponsor resulting from user's participation or attempt to participate in the Sweepstakes. Sponsor is not responsible for any errors in these Official Rules, the Sweepstakes materials, or the announcement of a Prize Winner. AS A CONDITION OF PARTICIPATION IN THE SWEEPSTAKES, ALL ENTRANTS, ELIGIBLE OR OTHERWISE, AGREE: A) TO FULLY AND COMPLETELY RELEASE SPONSOR, AND ITS AFFILIATED COMPANIES AND OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS (INCLUDING OUTSIDE ATTORNEYS) FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE INCURRED WITH RESPECT TO PARTICIPATION IN THIS SWEEPSTAKES AND/OR THE AWARDING, RECEIPT, POSSESSION, AND/OR USE OR MISUSE OF A PRIZE; B) THAT UNDER NO CIRCUMSTANCES WILL AN ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ANY PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES; AND C) THAT ALL CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED SHALL BE RESOLVED WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

10. **Interpretation of Official Rules.** The Sweepstakes, these Official Rules, and any cause of action arising from the Sweepstakes (whether in contract or in tort), shall be governed by, and construed in accordance with the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules.

11. **ARBITRATION; WAIVER OF INJUNCTIVE RELIEF; GOVERNING LAW:** BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO THESE OFFICIAL RULES, THEIR ENFORCEMENT, ARBITRABILITY, OR INTERPRETATION SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION, TO BE HELD IN OR NEAR TROY, MICHIGAN, AS DETERMINED BY SPONSOR, BEFORE A SINGLE ARBITRATOR UTILIZING THE RULES AND PROCESSES OF THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY SHALL BEAR HIS/HER OWN LEGAL EXPENSES IN SUCH ARBITRATION.

12. **Rules/Winner Information:** The identity of the Prize Winner(s) and/or a copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to the Sponsor at: "Flow-Rite Controls, 960 74th Street SW, Byron Center, MI 49315."

13. Collection of Information. Respecting your privacy is a priority for us. The information you provide to us upon successfully entering into the Sweepstakes is processed in our computer system in the United States. By entering and participating in the Sweepstakes, residents of the United States consent to receive information sent to you by the Sponsor. However, you will be given the opportunity to opt out of emails from the Sponsor. Your information will be governed by Sponsor's privacy policies, which are available here: <https://www.flow-rite.com/privacy-policy/>.