## Tennant "Cleaning All-Star" Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN.** A **PURCHASE OR OTHER PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** INTERNET ACCESS IS REQUIRED TO PARTICIPATE. Void in Canada, and where prohibited or restricted by law. The Promotion and any element thereof: are offered at Sponsor's sole and absolute discretion, without obligation; may at any time be terminated, cancelled, modified or extended in whole or in part as applicable by Sponsor in its sole discretion and/or any time period extended, shortened, or modified. *Any modification will be applied prospectively from the time announced, and not retroactively.* 

ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A JURY TRIAL, CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes/Arbitration provision.

**ELIGIBILITY:** The Tennant "Cleaning All-Star" Sweepstakes (referred to as the "Promotion") is offered in the fifty United States including D.C. ("U.S.")) to individuals who are legal residents of the U.S. 18 years of age or older at time of entry ("Entrant" or "nominator"). Employees, officers and directors of Tennant Company ("Sponsor"), BI WORLDWIDE ("Administrator"), their parent, subsidiary and affiliated companies, advertising and promotion agencies and any other individuals or entities who are engaged directly or indirectly in the development of, the production, distribution or review of materials for, or the administration, execution or implementation of this Promotion (collectively the "Promotion Entities") and persons in the immediate family of such individuals (spouse, parent, child, sibling, partners and their respective spouses, and foster and step-relations) regardless of where they reside, or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter.

IMPORTANT NOTICE: Any custodian/cleaner/janitor randomly selected to receive a Gift (defined herein) must be 18 years of age or older and must be currently employed in good-standing or retired in good-standing as a janitorial custodian(s) ("Custodian"). Custodians shall only accept a Gift if said Custodian meets all the requirements of these Official Rules and agrees to be bound by these Official Rules. Sponsor reserves the absolute right to require satisfactory proof of the above, prior to Gift.

**PROMOTION PERIOD:** Promotion starts on or about 12:00 am Central Time ("CT") on or about September 16, 2024 and ends at 11:59 pm CT on October 31, 2024, or sooner if terminated or cancelled by Sponsor ("Promotion Period").

All time referenced herein is Central Time. Entrants are solely responsible for determining the correct time zone in their respective jurisdictions; Promotion Entities disclaim all liability or Tennant "Cleaning All-Star" Sweepstakes

responsibility relating thereto. Sponsor's server/computer is the official time keeping device for the Promotion. Sponsor reserves the absolute right to cancel, terminate or modify the Promotion or any element thereof by providing contemporaneous notice on the website.

AGREEMENT BY PARTICIPANT: All participation in this Promotion shall be governed by these Official Rules. The information provided will be used as stated herein and as stated in Sponsor's Privacy Policy and Terms of Use (incorporated herein by reference). By participating in the Promotion, each Entrant fully and unconditionally agrees to be bound to and accepts these Official Rules, Terms of Use and Privacy Policy, and any additional terms and conditions specific to the Promotion communicated by Sponsor. By participating, Entrants further agree to be bound to the decisions of the Sponsor (and its authorized representatives) which are final and binding in all matters. Custodians shall only accept a Gift if said Custodian agrees to be bound to and accepts these Official Rules, Terms of Use and Privacy Policy, and any additional terms and conditions specific to the Promotion communicated by Sponsor. By submitting an Entry (as defined below), Entrants agree to be contacted by Sponsor with Promotion related communications. Moreover, Entrant shall only provide the business contact information of a Custodian if that individual has agreed to said nomination. The information you provide will be used as stated herein and for purposes of this Promotion.

**HOW TO ENTER:** Eligible Entrants visit <u>Tennantco.com/All-StarSweeps</u> (the "Website") during the Promotion Period and follow the online registration instructions to provide all required information on the Website, then provide a brief, accurate description nominating an eligible, Custodian by providing the Custodian's name, Custodian's employer, and Custodian's publicly available business address and phone number, and submit ("Entry" which includes said information and the "nomination"). Limit one (1) Entry per person for a nominated Custodian. For clarity, one person may return to the Website to enter again only if said person nominates a different Custodian. A Custodian may be nominated multiple times, but each nomination must be from different eligible Entrants. Limit one prize per Entrant, and one gift per Custodian. Custodians may not nominate themselves; family members of a Custodian may not nominate their Custodian relation. Any Entry that does not include an eligible, identifiable Custodian or that fails to follow all steps and include all required information may be disqualified. By submitting a nomination, Entrants represent and warrant that they have obtained the Custodian's consent to such nomination (Entrant may be required to provide evidence of such, upon request). Use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all entries and result in disqualification. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules.

**NOMINATION GUIDELINES:** When completing a nomination, Entrants must not:

- i. Mention alcohol, illegal drugs, tobacco, firearms/weapons, gambling (or the use of any of the forementioned);
- ii. Mention activities that are illegal, dangerous, harmful, or unsafe, or contain, depict, condone, encourage or promote content that is (or is construed by Sponsor as being) obscene, reprehensible, repugnant, offensive, sexually inappropriate, overtly political or religious, discriminatory, defamatory (to persons, products or companies), racist, misogynistic, highly sensitive, violent, explicit, cruel, hateful, or otherwise unsuitable, as determined solely by Sponsor (in its sole and absolute discretion);
- iii. Other than those expressly permitted by these Rules or those appearing incidentally (i.e. in the background), Entries must not contain intellectual property (i.e., trademarks, logos, trade dress, etc.) owned by others, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses without permission;
- iv. Other that those appearing incidentally, Entries must not contain copyrighted works or materials owned by others (i.e., music, photographs, sculptures, paintings and other works of art or images) without permission;
- v. Materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead without permission;
- vi. Materials or other indicia identifying any minor under 18 years of age;
- vii. Messages or images inconsistent with the spirit of this Promotion and the positive images and/or goodwill to which Sponsor wishes to associate; and
- viii. Depiction or itself be in violation of any law, or any rights of any other third party, or in contravention of these Rules.

REPRESENTATIONS ABOUT YOUR ENTRY: By submitting an Entry, Entrants represent, warrant and covenant (and agree to release and indemnify Sponsor and Promotion Entities from same) that: their Entry submitted and all content therein: (i) is the original creation of the Entrant and has not been copied in whole or in part from any other work, has not been created for or submitted in any other contest or similar promotion, and is the sole and exclusive property of the Entrant (or Entrant has all ownership or licensed rights thereto and to any and all content); (ii) does not contain, depict, condone, encourage or promote the use of any content or activities prohibited by these Rules; (iii) does not violate or infringe any employer policies, or any laws including but not limited to copyright or trademark laws, or other proprietary, publicity, privacy or any other rights of any person, entity, or venue; (iv) owners of any venues, or any individuals appearing, mentioned, featured in, or who have worked on the Entry, in whole or in part, in any manner have given Entrant their express consent to submission to this Promotion and the use contemplated. If requested by Sponsor, Entrant shall provide evidence of the above in writing. Nothing herein shall be deemed an obligation of confidentiality.

Entries must be complete, compliant, submitted via the Website communicated, and received by Sponsor within the Promotion Period. Incomplete, invalid, unsuitable, or otherwise non-compliant Entries (as determined in Sponsor's sole and absolute discretion) will not be eligible. If, upon review, Sponsor (or its authorized representative) is unable to determine that an Entry/Entrant/Custodian is eligible, compliant, or reasonably suspects that it/he/she is not eligible or compliant in whole or in part, the Entry as a whole may be disqualified. Proof that an Entry was uploaded does not constitute proof or evidence that it was received within the Entry Period or eligible for the Promotion. Entries will not be acknowledged or returned. Entries will not carry over into subsequent Sweepstakes or Promotions, if applicable.

Entries submitted via any other entry method than stated herein will not be accepted. Entries may only be submitted by a single registered account user; group or commercial submissions are not permissible. Multiple Entrants are not permitted to share the same device, account, handle, IP or email address. Entrants may not enter through an on-line sweepstakes/contest club (paid or unpaid, or similar method), or use or benefit in any way from false or multiple identities, devices or accounts, use of computer systems or algorithms generating artificial intelligence and/or deepfakes, robotics, bots, malware, cheating, plagiarism, fraud, repetitive, automatic, programmed or other unauthorized devices or Entry/participation methods or agents, with multiple or false identities, accounts, devices, e-mail and/or street addresses, nor shall Entrants use any other device or artifice to enter or participate. Any Entrant/Custodian who is suspected of unauthorized Entry/participation methods or means, or engaging in or benefitting, directly or indirectly, from artifice of any kind, as may be suspected by Sponsor in its sole and absolute discretion, will void all such Entries, and disqualify any Entrant suspected of using/benefitting from such methods, and any prize and gift opportunity will be forfeited.

Sponsor reserves the absolute right to disqualify and/or immediately remove any Entry/Entrant in whole or in part for any reason within its sole and absolute discretion. Without limiting the foregoing, Entries will be disqualified if Sponsor believes the Entry is not in the spirit of the Promotion, is not compliant herewith, or will have a detrimental impact on Sponsor, a Custodian, an employer of a Custodian, this Promotion, or any of Sponsor's brand, products or services. In the event of a dispute as to the identity of an online Entrant, the authorized account holder of the email address used in connection with the Entry will be deemed to be the Entrant, provided eligible.

Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Entries (in whole or in part); or for any equipment, computer, telephone, device, network, platform, app, electronic, hardware or software malfunctions, failures, connections, or (un)availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, website, user accessibility or availability,

incompatibility, traffic congestion, unauthorized human intervention or any error (human or not), or the incorrect or inaccurate capture of Entry or other information, nor for the failure to capture or display any such information.

Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply to Entry via mobile device. For those Entrants entering with a mobile device: Promotion may not be available via all mobile carriers. **Messaging & data rates apply to internet access via mobile devices.** Other charges may apply; check your mobile plan for rates/details. Consent is not a condition of any purchase.

RANDOM DRAWING, ODDS, WINNER NOTIFICATION AND WINNER SELECTION: At approx. 11 am Central Time on or about fifteen (15) working days following the end of the Promotion Period, Administrator at its offices in Minneapolis, MN will conduct a random drawing from all eligible Entries received to select seventy-five (75) potential prize winners, subject to verification and eligibility. Odds of winning depends on the number of eligible Entries received. Custodians nominated by the selected winners may be eligible to receive a Thank-you Gift as provided herein, subject to eligibility.

A Prize will be awarded to the randomly selected winning Entrant and the Custodian nominated by winning entry will receive a Gift (see below). Potential Prize winners will be notified by Sponsor by mail, phone and/or email (as solely determined by Sponsor) on or about fifteen (15) working days after the drawing. Upon notification of winning, a winning Entrant shall notify the Custodian of the nomination and potential communication from Sponsor concerning a Prize. Potential Custodians selected for a Thank-You Gift shall be notified by Entrant and sponsor via business mail address. Prize will be awarded to, and Gift given, in the name of the individual Entrant and Custodian and not to a business. In the event of noncompliance, if an Entrant is or becomes noncompliant or ineligible during or after the Promotion Period, or a potential winner refuses a prize, Custodian refuses a gift or either a Entrant or Custodian fails to respond within the time specified, or cannot be reached within one attempt using the contact information (in Sponsor's discretion) provided, that Prize or Gift will be forfeited in its entirety and will not be awarded; there will not be a second-chance drawing. Winners may still be eligible to keep their prize if the Custodian declines or is ineligible to receive their gift. Prize/gift or prize/gift notifications that are ignored, unclaimed, returned, undeliverable, misdirected, not timely responded to or otherwise, will be forfeited and will not be awarded or re-awarded. Promotion Entities are not responsible for any undelivered telephone calls, messages, e-mails, or any other communications, including but not limited to those that are not received because of the Entrant's privacy or spam filter settings that may divert any notification or other Promotion related e-mail to a spam or junk folder.

Winners and their respective Custodians shall not accept any gift or Prize if they do not agree to the eligibility and release information provided with said gift or Prize. Moreover, winners and their respective Custodians may, upon Sponsor's request, each be required to sign a Declaration of Eligibility, Liability and/or Publicity Release, within the time specified by Sponsor, or forfeit the opportunity to receive a prize/gift as applicable. Prize and gift awards are subject to verification of eligibility and compliance.

## **ENTRANT PRIZES AND CUSTODIAN THANK-YOU GIFTS:**

**Prize (75 winners, 1 per Entrant/nominator):** one (1) \$25 Amazon® gift card. Approximate Retail Value ("ARV") of all prizes, per Sweepstakes: \$1,875.

Thank-You Gift (75 Gifts, 1 per Custodian "Gift Recipient"): one (1) \$100 Amazon® gift card. PRIZES/GIFTS ARE AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Limit one (1) prize/gift per person/Entrant/Custodian during the entire Promotion Period. Without limitation, Sponsor reserves the unfettered right NOT to award any prize, in whole or in part, if doing so may result in public disrepute, scandal, or may have a detrimental impact on Sponsor, this Promotion, or any of Sponsor's brands, products or services (as solely determined by Sponsor in its absolute discretion). Only the prize/gift as described are available to be awarded; in no event will Promotion Entities be responsible for awarding more or different prizes/gifts than stated herein. Prize/gift cannot be assigned, transferred, or substituted, except by Sponsor who may, at its sole discretion, substitute a prize/gift or any part thereof with a prize/gift of equal or greater value. Prizes/gifts are not redeemable for cash; any difference between the actual value and ARV of the prize/gift will not be awarded as cash, or otherwise. Gift cards are for promotional purposes only; will not be replaced by Sponsor if stolen, lost, misplaced, damaged, or destroyed; and are subject to the terms and conditions of issuer.

GENERAL CONDITIONS: BY PARTICIPATING, PARTICIPANTS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, OTHER PROMOTION ENTITIES, SOCIAL MEDIA PLATFORMS, AND THEIR PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITAGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING,

WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE/GIFT, PARTICIPATION IN ANY PROMOTION AND/OR PRIZE RELATED ACTIVITY OR ANY PART THEREOF (OR INABILITY TO PARTICIPATE), ACCESS TO THE WEBSITE, AND/OR OTHER PARTICIPATION IN THIS PROMOTION.

By entering and/or accepting a prize, Entrants covenant to the fullest extent permitted by law not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any provision adjudged to be invalid shall be struck from these Rules and the remainder shall continue in full force and effect.

LIMITATIONS OF LIABILITY: Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by website users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, incompatibility, communications failure, theft, loss or destruction of Entries, nor for the failure to capture entry or other information. Promotion Entities are not responsible for injury or damage to Entrants' or to any other person's computer and/or mobile device related to or resulting from downloading materials from or use of any account, or Website. If, for any reason, the Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical or other failures or errors, or any other causes similar or dissimilar which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or element thereof and select the winners from non-suspect, eligible Entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any communications, announcements, advertising and/or promotional materials relating to this Promotion, these Official Rules shall govern.

Promotion Entities shall not be liable to Entrants, Custodians, or any other person or entity for failure to execute the Promotion, or supply a prize/gift or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay, or any similar or dissimilar event beyond

their reasonable control.

**PUBLICITY RIGHTS:** By entering and/or accepting a Prize/Gift, Entrants and Gift Recipients as applicable grant (and agree to confirm that grant in writing) permission for Sponsor and/or Sponsor's authorized representatives the perpetual right to use his/her Entry, name, biographical information, likeness, image, voice, and statements (provided true and not defamatory) for promotion, trade, commercial, and publicity purposes, at any time or times, in all media now known or hereafter discovered including television and the internet including Sponsor's social media platforms and those of third parties whether or not connected with the Promotion, worldwide, including but not limited to on the World Wide Web and Internet, without notice, attribution, review or approval and without additional compensation except where prohibited by law.

DISPUTES/ARBITRATION: THIS PROMOTION AND ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANT OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE STATE OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, to the fullest extent permitted by law, Entrants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action or a jury trial, exclusively before a neutral **one person arbitration** panel located in Eden Prairie, MN having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, consequential, and any other damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased.

**WINNERS LIST:** Sponsor may post the names of prize winners on the Website after the conclusion of the Promotion.

**SPONSOR**: Tennant Company, 10400 Clean Street, Eden Prairie, MN 55344.