

**#AceIsTheFathersDayPlace Sweepstakes
Official Rules**

OFFICIAL RULES

#AceIsTheFathersDayPlace Sweepstakes

Void outside the 50 United States, District of Columbia, and where prohibited. Do not proceed to enter if you are not at least 18 years of age and a legal resident of, and located within, one of the 50 United States, or the District of Columbia, at the time of entry. By participating, you agree to be bound by these Official Rules and the decisions of the Ace Hardware, which are binding and final in all matters relating to the Sweepstakes. This Sweepstakes is being offered by Ace Hardware, rules will be available on the website at <https://campaign.rtm.com/AceHardwareSocialSweeps/>.

CONSUMER NOTICE: You have not yet won. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN #AceIsTheFathersDayPlace Sweepstakes. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. PLEASE READ THESE RULES BEFORE ENTERING THE SWEEPSTAKES AS THEY WILL BE BINDING ON ALL PARTIES.

VOID WHERE PROHIBITED.

SWEEPSTAKES PERIOD: The #AceIsTheFathersDayPlace Sweepstakes (the "Promotion") begins at 09:00:00 AM Eastern Time ("ET") on June 8, 2022 and ends at 11:59:59 PM ET on June 14, 2022 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock and/or digital time of the Ace Hardware is the official time-keeping device in the Promotion and proof of sending a Submission does not constitute proof of receipt by Ace Hardware.

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States including territories, possessions and commonwealths and the District of Columbia, who are 18 years of age or older as of date of entry and are located within one of the 50 United States or District of Columbia at the time of entry. Void where prohibited.

Employees of Ace Hardware and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes, members of their households and immediate families of the Promotion Entities and their respective parent companies, subsidiaries, agents, and affiliates and the advertising and promotions agencies and all local sponsors are not eligible to enter or win. "Immediate family members" shall mean spouses, parents, stepparents, children, stepchildren, siblings, stepsiblings, and their respective spouses. "Household members" shall mean people who share the same residence at least three months a year. [Ace Hardware reserves the right to conduct a background check on any potential winner and reserves the right in its sole discretion to disqualify any person based upon such background check if Ace Hardware determines in its sole discretion that awarding the prize to such potential winner might reflect negatively on Ace Hardware or any of the Participating parties.]

- 2. HOW TO ENTER THE PROMOTION:** During the Promotion Period, you may enter the Sweepstakes by logging in to your Instagram account, posting a picture to your Instagram profile that highlights your grilling shoes or grilling attire. The user must follow and tag both

@AceHardware and @thesurgeon and include #AceIsTheFathersDayPlace and #Sweepstakes in the caption. Collectively, the photo, your hashtags, and any text associated with your post are your "Entry". Image submissions must comply with all Instagram requirements and restrictions. Upon posting a valid Entry, you will receive one (1) entry into the Sweepstakes. All Entries must be in compliance with the Instagram format requirements. Entries must be in English. By submitting an Entry into the Sweepstakes, you hereby warrant and represent that your Entry conforms to the Entry Requirements set forth herein. **Limit of one (1) Sweepstakes Entry per person throughout the Promotion Period. All entries must be received by the end of the Promotion Period to be eligible.** All data collected by Realtime Media LLC, is limited to confirmation of eligibility.

By submitting an Entry, you represent and warrant that the work submitted is original to you and that neither it nor its contents infringes upon or violates the rights of any third party. If your Entry includes likenesses of third parties (such as, but not limited to makeup artist or subject) or contains elements not owned by you, (such as, but not limited to, company logos) you must be able to provide legal releases for such use in a form satisfactory to Sponsor or your Entry will be disqualified. Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

REQUIREMENTS OF CONTEST ENTRIES: Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted contest entries;
- Defames, misrepresents, or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media), without permission;
- Contains any individual other than the you and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

By submitting an Entry, you represent and warrant that your Entry is original to you, that the Entry has not been previously published, has not won previous awards and that neither it nor its contents infringes upon or violates the rights of any third party, including any

copyrights, trademarks, rights of privacy, publicity or other intellectual property. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein. Any such entrant will indemnify and hold harmless Released Parties (defined below) from any claims to the contrary.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to use or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY AND ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN SPONSOR'S DISCRETION. Submission of Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the entrant.

3. SPONSOR RIGHTS: Ace Hardware and its agents and those acting on its behalf reserve the right, in their sole discretion, to (i) verify any element of any entry, related materials or entrant's eligibility; (ii) disqualify any entrant whose participation may subject the Sweepstakes, Ace Hardware or Ace Hardware's advertisers, clients, or customers to controversy, negative publicity, scorn or ridicule; and (iii) to request additional information. By entering the Sweepstakes, you acknowledge and agree that Ace Hardware and its agents and those acting on its behalf and/or Realtime Media LLC may request, and you will provide any documentation or information deemed necessary by, and in a form acceptable to such company to satisfy these requirements. A potential winner may be requested to provide Ace Hardware or its agents and those acting on its behalf with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Ace Hardware's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

4. SWEEPSTAKES DRAWING/ODDS: On or about June 15, 2022, the Realtime Media LLC conduct a random drawing from all eligible Entries through all means of entry received within the eligible Promotion Period and select Thirteen (13) conditional Promotion Prize winners. Odds of winning a Promotion prize depend on the number of eligible Entries received.

Entry materials that have been tampered with or altered are void. If, in the Ace Hardware's opinion, there is any suspected or actual proof of electronic or actual tampering with any portion of the Sweepstakes, or if computer virus, bug, unauthorized intervention, fraud or technical difficulties or other failures, comprise, corrupt or affect the administration, integrity, security, fairness or proper conduct of the Sweepstakes, the Ace Hardware reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award

the prize using all eligible, non-suspect entries received as of the termination date. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted on the Website. Any attempt by an entrant or any other individual to intentionally damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Ace Hardware and O'Keefe Reinhard & Paul reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law, including attorney's fees.

5. **WINNER NOTIFICATION:** The conditional/potential prize winners will be notified by USPS mail, UPS mail, other traditional paid mail service, direct message on social, email and/or phone as soon as reasonably possible (on or around approximately June 16, 2022) using the information provided on the entry form. Potential/conditional winner is subject to verification of eligibility by Ace Hardware and/or its agents and those acting on its behalf. Any winner of a prize package valued at \$600 or more will be sent an Affidavit of Eligibility and will be required to complete and return it, along with an IRS W9 form, and Release of Liability/Publicity within 24 hours of date of notification. Failure to respond within the twenty four hours may result in forfeiture of the prize. If a conditional/potential winner cannot be contacted, fails to sign and return the above required documents, or if the prize or prize notifications is returned as undeliverable, the Conditional/Potential winner forfeits their prize and Ace Hardware may award the applicable prize to a selected Alternate Conditional/Potential Winner, in its sole discretion.

6. **PRIZES:** Three (3) Grand Prizes will be awarded during the Promotion. Each Grand Prize will consist of:

- One (1) Custom made Grilling Sneaker
- One (1) Grill (either Weber, Traeger, or Big Green Egg)
- Three (3) Traeger Rubs
- One (1) Weber Grill Brush
- One (1) BGE Mitt
- One (1) Apron

The Approximate Retail Value ("ARV") of each Grand Prize is \$1,959.75

Ten (10) promotional prizes will be awarded. Each Promotion Prize Swag Bag consists of:

- Three (3) Traeger Rubs
- One (1) Weber Grill Brush
- One (1) BGE Mitt
- One (1) Apron

The Approximate Retail Value ("ARV") of each Promotion Prize is \$109.75

The total ARV of all prizes is \$6,976.60

Ace Hardware reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one (1) of comparable or greater value. Winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein. All prize details are at the Ace Hardware's discretion.

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per household.

7. **PRIVACY:** As part of the Promotion entry process, Ace Hardware and/or its partners will be collecting personal data about entrants, in accordance with its privacy policy. See Ace Hardware's privacy policy located at <https://www.acehardware.com/customer-service?page=privacy-policy>. See also the privacy policy of Realtime Media LLC at <https://privacy.rtm.com/PrivacyPolicy.pdf>. By participating in the Promotion, you are agreeing to Ace Hardware, O'Keefe Reinhard & Paul, and/or Realtime Media LLC's collection and usage of your personal information and acknowledge that you have read and accepted these privacy policies.

8. **PRIZE TERMS:** Ace Hardware, its agents and those acting on its behalf, and Realtime Media LLC decisions with respect to the Sweepstakes, Prizes, winner and other matters pertaining to the Sweepstakes shall be final and binding. By entering the Sweepstakes, each entrant consents to the use by Ace Hardware and/or participating parties and designees of entrant's name, entry, likeness, state of residence and/or voice/video for advertising and promotional purposes in any and all media, including the internet, without further payment, notification, permission or other consideration, subject to where prohibited by law.

9. **PUBLICITY:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), Instagram handle, voice, and provided residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Ace Hardware and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Ace Hardware and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of the website or any internet service provider.

10. **GENERAL CONDITIONS:** In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice.

11. **LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations or a combination thereof, entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable,

satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion or human error; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

12. RELEASES: By entering the Promotion, each participant agrees to release and hold harmless the Ace Hardware, O'Keefe Reinhard & Paul, and each of their respective parents, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting this Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives, and Instagram LLC (collectively "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy, defamation, slander, libel, violation of rights of publicity, infringement of trademark, copyright or other intellectual property rights, property damage or death or personal injury arising out of or related to participants' entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry and Participant agrees to indemnify, defend and hold harmless the Released Parties against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to a Participant's participation in a drawing and/or Participant's acceptance, use or misuse of a prize. You further understand and agree that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her must be materially affected his or her settlement with the debtor or released party." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring intent to release future unknown claims.

13. CHOICE OF LAW AND JURISDICTION: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Ace Hardware, O'Keefe Reinhard & Paul, and Realtime Media LLC in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Illinois. Any action or litigation seeking legal or equitable relief arising out of or relating to the Promotion or these

Official Rules shall be brought only in the federal or state courts of Dupage County of the State of Illinois. You expressly consent to the jurisdiction of and venue in such courts and waive all defenses for lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any forms of class action. You agree to service of process by mail or other methods acceptable under the laws of the State of Illinois.

14. TAX INFORMATION: All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.

15. WINNERS LIST: Beginning on or about June 15, 2022, you may obtain the list of winners of prizes by sending a self-addressed, postage-paid (stamped) envelope for receipt by June 30, 2022 to: #AceIsTheFathersDayPlace Sweepstakes Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.

16. SPONSOR: Ace Hardware 2200 Kensington Ct. Oak Brook, IL 60523
<https://www.acehardware.com/>; <https://www.acehardware.com/customer-service?page=privacy-policy>

17. ADMINISTRATOR: Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100,
West Conshohocken, PA 19428; <https://www.rtm.com/>;
<https://privacy.rtm.com/PrivacyPolicy.pdf>

O'Keefe Reinhard & Paul is not a sponsor of this Sweepstakes, any questions or issues should be directed to Ace Hardware or Realtime Media, LLC.