

## K-RAIN Express Your Success Contest

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO IRRIGATION CONTRACTORS WHO ARE LEGAL RESIDENTS OF AND CURRENTLY RESIDING WITHIN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA (“D.C.”) WHO ARE 18 YEARS OF AGE OR OLDER AS OF THE DATE OF PARTICIPATION. VOID OUTSIDE THE 50 UNITED STATES AND D.C. AND WHEREVER PROHIBITED.**

**1. CONTEST PERIOD:** The K-Rain Express Your Success Contest (“Contest”) will begin on or about February 14, 2024 12:00:01 a.m. Eastern Time (“ET”) and is scheduled to end at 11:59:59 p.m. ET on March 15, 2024 (“Contest Period”).

**2. ELIGIBILITY:** Contest is open to irrigation contractors and irrigation distributors who are legal residents of and currently residing within the 50 United States and D.C., who are eighteen (18) years of age or older as of the date of participation. This Contest is not open to the general public. Employees of K-Rain Manufacturing (“Sponsor”), their respective parent companies, affiliates, subsidiaries, agents, suppliers, and their advertising, promotion, and judging agencies, and any entity involved in the development, production, distribution of materials for and implementation of the Contest (collectively “Released Parties”), and members of their immediate family (defined for these purposes as parents, children, siblings, step-parents, step-children, step-siblings, and their respective spouses) or persons living in the same household (whether related or not) of such employees are not eligible to play or win. Void outside the 50 United States and D.C., and where prohibited.

**3. HOW TO PLAY THE CONTEST:** Beginning 12:00:01 a.m. ET on February 14, 2024 through 11:59:59 p.m. ET on March 15, 2024 go to <https://www.krain.com/expressyoursuccess> (“Website”), follow the on-screen instructions to register. After entering the Express Your Success Contest, you will receive an on-screen message that states “Thanks. Your entry is now confirmed.” or something similar. An email will be sent with redemption instructions that the potential winner must follow to claim the prize. **ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SAID ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED, AN AFFIDAVIT SIGNED AND RECEIVED BY THE SPONSOR AND SAID ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** Limit one (1) Contest entry per person/email. Contest plays received from any person or email address that exceed the stated limitation will be void.

**4. PRIZE VERIFICATION:** If, due to a programming, computer, or other error, the number of prize claims received exceeds the intended number of prizes (as stated herein), such prizes will be awarded in a random drawing from among all such prize claims received. In no event will Sponsor be liable for more than the number of prizes stated herein, nor will

Sponsor be liable for any prize claims from those who do not meet the eligibility requirements set forth herein. Non-winning submissions will not be acknowledged. Sponsor and its agencies are not responsible for lost, late, damaged, illegible, misdirected, or incomplete prize claims. All properly claimed prizes will be awarded. Any prizes that are not claimed in accordance with these Official Rules will not be awarded.

**5. PRIZES AND ODDS:** Odds of winning any prize is contingent on the number of entrants into the Contest. One (1) Prize will be available to be won: Prize winner will receive TEMPO Irrigation tool bag filled with various K-Rain promotional merchandise including but not limited to a cap, t-shirt, koozie, thermal bottle, notebook and polo shirt. Value: \$500.00. Entries will be judged by the Sponsor on or before March 29, 2024. Winning entries will be judged on the following criteria: Overall landscape beauty, use of K-Rain irrigation products and appropriateness. No substitution or transfer of prize permitted by winner. Unclaimed or forfeited prize may not be awarded. All taxes resulting from acceptance of a prize are the responsibility of winner. No substitution or transfer of prize is permitted. Any expenses not specifically stated herein, including but not limited to taxes (including federal, state, and local income taxes), other costs, and other expenses relating to Contest and the use or acceptance of a prize are the sole responsibility of the winner. All prize details not specified herein shall be determined by Sponsor in its sole discretion.

**6. WINNER NOTIFICATION/VERIFICATION:** Potential Prize winner will be notified by email and will be required to execute and return an affidavit of eligibility and liability/publicity release (where permitted) within five (5) days of the date the email notification is sent. Failure to return the completed affidavit of eligibility and liability/publicity release (where permitted) within the time period stated above may result in disqualification, in Sponsor's sole discretion. If any prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner, or a potential winner is not in compliance with these Official Rules, prize will be forfeited, and Sponsor will have no further obligation to the potential winner. Sponsor is not responsible for changes of email address or other communication problems. Prize winner will be issued their prize to the mailing address provided at time of entry within approximate 2-4 weeks of the end of the Contest Period.

**7. GENERAL:** By participating, entrants (a) agree to abide and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all matters; (b) consent to the use by Sponsor and its designees of their names, cities and states of residence, and prize information for advertising, trade and promotional purposes in any and all media now or hereafter known throughout the world in perpetuity without additional compensation, notification or permission, unless prohibited by law; and (c) to release,

discharge and hold harmless Released Parties, and their respective parents, affiliates, subsidiaries, retailers, distributors, suppliers, advertising and promotional agencies, and any other individuals engaged in any way in the development, production, printing, distribution or execution of this Contest, and the respective directors, officers, agents and employees of the foregoing from any liability, claims, losses and damages of any kind, including death, to persons or property, arising out of, or relating to, their participation in this Contest, and the acceptance, use, misuse or possession of a prize, including as set out in the **Limitations of Liability section**. Entrants who have not complied with these Official Rules are subject to disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any entrant from this Contest or any other promotion conducted now or in the future by Sponsor or any of its affiliates if Sponsor suspects or finds entrant to be: (a) violating the Official Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest or the Website; (c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (d) attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants, the Sponsor or Sponsor's representatives. If Sponsor suspects that an entrant has engaged in an unsportsmanlike or disruptive manner, the entrant will be contacted as soon as practicable. **ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS CONTEST AND FUTURE PROMOTIONS.** All materials submitted become the property of Sponsor and will not be returned.

**8. LIMITATION OF LIABILITY:** Released Parties do not assume any responsibility and the entrant releases the Released Parties from any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of, or in connection with the entrant's participation or attempted participation in the Contest, including, without limitation, the administration of the Contest, the confirmation of winners, and the arranging, awarding and use of a prize. Without limiting the generality of the foregoing, the Released Parties are not responsible for (i) the incorrect or inaccurate capture of registration information; (ii) late, lost, stolen, contain false information, damaged, misdirected, garbled or incomplete Contest plays, transmissions or transactions, those that are altered or otherwise irregular, have been submitted through illicit means or do not conform with or satisfy any or all of the conditions of the Official Rules; (iii) any loss, damage, or claims caused by, or in any way related to an awarded prize or the Contest itself; (iv) failure of the Website or any operations or transmission of information during the Contest Period, including, without limitation, any problems, human or technical, errors, lost, delayed, garbled or corrupted data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or transmission lines, technical malfunctions of any computer online systems,

servers, access providers, computer equipment, software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including, without limitation, any injury or damage to an entrant's or any other person's computer related to or resulting from participating in or downloading any material connected to the Contest, all of which may affect a person's ability to participate in the Contest; (v) any errors, omissions, incorrect or inaccurate information in any Contest-related materials, including, without limitation, printing or advertising errors or the failure of or problems with any equipment or programming associated with or used in the Contest howsoever caused; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (vii) any claims regarding the accepting, arranging, awarding or use of a prize; or (viii) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind. Entry material/data that has been tampered with or altered is void. Sponsor reserves the right, at its sole discretion, to modify, terminate or suspend this Contest (or portion thereof), or to amend the Official Rules, at any time, in any way, and without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, including should any virus, worm, bug, technical failures, unauthorized human intervention or other causes corrupt or affect the administration, security, fairness or proper conduct of the Contest, Sponsor reserves the right to terminate the Contest. In the event of termination, Sponsor may determine the prize winners in a random drawing from among all eligible, non-suspect Contest registrations received up to time of such action for this Contest. In the event of any such termination or suspension, a notice may be posted at [www.krain.com](http://www.krain.com). Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the State of Florida or the appropriate Florida State Court located in Palm Beach County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

**9. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Florida law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. If the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT PARTICIPATE IN THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE CONTEST, EACH 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 CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, 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), 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, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S 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, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.**

By participating in the Contest, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, and the rights and obligations of the Sponsor in connection with the Contest, will be governed by, and construed in accordance with, the laws of State of Florida, United States of America, without giving effect to any choice of law or conflict of law rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 9 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Florida in Palm Beach County.

**10. WINNERS' LIST:** For a list of the winner (available after April 1, 2024) send a self-addressed, stamped, business size (#10) envelope by April 30, 2024 to: K-Rain Manufacturing, Att: Contest Winners, 1640 Australian Ave, Riviera Beach, FL 33404.

**11. PRIVACY POLICY/CONSENT TO USE PERSONAL INFORMATION:** Personal information collected from entrants is subject to the Sponsor's privacy policy (<https://www.krain.com/privacy-policy>). By participating in this Contest, you consent and agree to Sponsor's collection and use of your information to administer this Contest.

**12. SPONSOR:** K-Rain Manufacturing, 1640 Australian Ave, Riviera Beach, FL 33404.

**13. RULES GOVERN.** In the event of any discrepancy or inconsistency between these Official Rules and disclosures or other statements contained in any Contest related materials, including, but not limited to, the Website, these Official Rules shall prevail, govern and control.