

AHC Economic Impact Study -Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL APPLICABLE FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

By entering the American Council Economic Impact Study (the “Contest”), you acknowledge and agree to the following official rules (the “Official Rules”):

1. Eligibility

The Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of American Horse Council and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. All entries prohibited by applicable law shall be deemed to be void. Sponsor reserves the right to verify all eligibility requirements. The Contest is subject to all applicable federal, state, and local laws and regulations.

2. Sponsor

The Contest is sponsored by American Horse Council Foundation (“Sponsor”), with offices located at: 1775 Tysons Blvd, 5th Floor, Suite 6110, McLean, VA 22102.

3. Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The Contest begins on April 3, 2023, at 9:00 am EST and ends on September 29, 2023 at 11:59 pm EST (the "Contest Period"). Entries that are submitted after the Contest Period will not be accepted. Submissions will be accepted for the duration of the Contest Period using the submission method provided in the Economic Impact Study survey.

5. How to Enter

Limit one (1) entry per email address, and per household for the duration of the Contest Period. Entries received from any person, or e-mail address in excess of the stated limitation will be void. In the event of a dispute as to any online entry, the account holder of the email address used to enter will be deemed to be the entrant. All entries become the property of Sponsor and will not be acknowledged or returned.

Sponsor reserves the right to disqualify or deny any entry for any reason, in its sole and absolute discretion.

6. Prize Drawing

On or about October 1, 2023, the Sponsor will select winners from a random drawing among all eligible entries received. The Sponsor will attempt to notify the potential winner via email on or about October 6, 2023. If Sponsor is unable to contact the winner within five business (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place from the remaining non-winning, eligible entries. Additionally, if a selected winner cannot accept or receive the prize for any reason or if he/she is not in compliance with these Official Rules, then such prize will be forfeited, and an alternate winner may be determined at Sponsor's sole and absolute discretion. Prize(s) will be awarded within sixty (60) days following winner verification under these Official Rules.

7. Prizes:

A list of the applicable prizes and their approximate retail value ("ARV") is provided below:

- 1st Prize – One (1) John Deere “green” piece of equipment, Z545R ZTrak Mower (ARV: \$7500).
- 2nd Prize - One (1) year of Nutrena feed for one (1) horse (ARV: \$2,000); and forty (40) Nutrena free-bag coupons valued at up to \$50 a coupon.
- 3rd – 6th Prize - One (1) year of Purina feed for one (1) horse (ARV: \$500); and twenty (20) coupons valued at \$25/each (ARV: \$500).
- 7th Prize -One (1) countertop Fridge (holds up to forty (40) cans/bottles) from Cargill (ARV: \$350).
- 8th-9th Prizes - Enrollments in Texas A&M AgriLife Equine Reproductive Management Online Course (ARV: \$300).
- 10th- 15th Prizes- \$30 gift certificates from Trafalgar Square Books (ARV: \$180).

Winner may not substitute, assign or transfer a prize. Winner shall be responsible for all applicable federal, state and local taxes, if any. Incidental expenses on any prize not specified herein are the winner's sole responsibility. Sponsor will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner for any reason, including, without limitation, because of incorrect or changed contact information. If Sponsor determines at any time in its sole discretion that a winner is disqualified, ineligible, or in violation of these Official Rules, Sponsor reserves the right in its sole discretion to select an alternate winner. If any person supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and pursue any and all available legal remedies.

8. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize

at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

9. Release and Limitations of Liability

By participating in the Contest, entrants agree to release, defend and hold harmless the Sponsor, as well as the employees, officers, directors, representatives, affiliates and agents of Sponsor ("Released Parties") from and against any and all claims or causes of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

IN NO EVENT WILL ANY OF THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE CONTEST, ACCESS TO, PROVISION OF OR USE OF THE PRIZES. EVERYTHING PROVIDED BY THE RELEASED PARTIES IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, ACCURACY OR NONINFRINGEMENT.

10. Governing Law; Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in District of Columbia. All

issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of District of Columbia, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than District of Columbia.

11. Privacy

Information collected from entrants is subject to Sponsor's privacy policy, which is available at: www.horsecouncil.org. In addition, by entering the Contest, you grant Sponsor permission to share your email address and any other personally identifiable information for the purpose of Contest administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as explicitly described in Sponsor's privacy policy.

12. Winners List

For the name(s) of the winner(s), please send a self-addressed, stamped envelope as well as a note requesting the name(s) of the winner(s) addressed to: American Horse Council Foundation, 1775 Tysons Blvd, 5th Floor, Suite 6110, McLean, VA 22102

13. Miscellaneous

Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision or enforcement of these Official Rules. The provisions of these Official Rules are not intended to be for the benefit of, or enforceable by, any party other than Sponsor and entrants. Except for Sponsor and entrants, no party shall have any right to rely upon or enforce any of the terms and provisions of these Official Rules. Entrant shall not assign any rights contained herein. The failure by one party to require performance of any provision of these Official Rules shall not affect that party's right to require performance at any time thereafter, nor shall a waiver by one party of a breach by the other party be considered a waiver of any or all subsequent breaches by the breaching party. All rights and remedies provided in these Official Rules are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties, or otherwise.