

# **Cenex® Hometown Throwdown Contest**

## **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN AR, CO, ID, IA, IL, KS, MI, MN, MT, MO, NE, ND, OK, OR, SD, TX, WA, WI AND WY, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE OFFICIAL RULES BELOW) WHO ARE THE AGE OF MAJORITY OR OLDER IN THEIR STATE OF RESIDENCE AS OF THE DATE OF ENTRY. VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**NOTE: There is no available prize award or benefit available for any individual Participant who elects to submit a Festival nomination and participate in the Contest. Participation shall be for the sole benefit of the nominated hometown Festival, Event or Celebration (each a “Festival”, see below). Cenex® will award a grant (see prize description below) directly to the eligible selected Festivals determined as prize winners, as outlined below.**

**Contest Name:** Cenex® Hometown Throwdown Contest (the “Contest”).

**Contest Dates:** Contest registration begins at 12:00:01 am Eastern Time (“ET”) on **October 3, 2023** and ends at 11:59:59 pm ET on **December 15, 2023** (the “Registration Period”). The Contest is subject to all applicable federal, state and local laws and regulations. Void outside AR, CO, ID, IA, IL, KS, MI, MN, MT, MO, NE, ND, OK, OR, SD, TX, WA, WI and WY, and wherever prohibited or restricted by law.

**Who may Enter:** The Contest is open only to legal residents of AR, CO, ID, IA, IL, KS, MI, MN, MT, MO, NE, ND, OK, OR, SD, TX, WA, WI and WY, who are the age of majority or older in their state of residence as of the date of entry and have a valid U.S. driver’s license or government issued photo I.D., except the following persons who are not eligible to enter, participate or win: employees, officers, and directors of **CHS Inc.** (“Sponsor”), **Million Dollar Media** (the “Administrator”), **Colle McVoy**, and except as noted below, each of their respective parents, affiliated companies, subsidiaries, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Contest, and the immediate family members or households, whether or not related, of any of the above. “Immediate family members” includes, for purposes of this Contest, parents (including in-laws and step-parents), grandparents, siblings (including step-siblings and half-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside.

- Note: for purposes of clarity, the owners, operators and employees of any independent dealers of Cenex gas stations, are eligible to submit a nomination for a Festival, provided they meet the eligibility requirements above and below.
- Note: for purposes of clarify, the owners, operators and employees of any independent Cenex dealers, are eligible to submit a nomination for a Festival, provided they meet the eligibility requirement above and below.
- Note: for purposes of clarity, any member(s) of any eligible Festival’s organizing committee are eligible to submit a nomination for their Festival, provided they meet the eligibility requirements above and below.

**How to Enter – Four (4) ways:** There are four (4) ways to enter the Contest during the Registration Period: (1) via Online Entry, (2) via Facebook, (3) via Instagram, and (4) via TikTok. These four (4) entry methods are outlined in detail below. There is a maximum of one (1) entry per person, regardless of method of entry, and each entry requires a unique submission that has not been previously entered into the Contest. Each submission must include the entrant’s nominated hometown Festival per the eligibility requirements outlined below, including why their nominated hometown Festival is the “Best Fest” and a photo and/or video showing an image related to the local hometown Festival event (from current or past years). Each submission must be the entrant’s own original

creation, and not be a duplicate or near duplicate submission previously submitted by any other entrant (each a “submission”).

- 1. Facebook Post:** To enter via Facebook, access the Facebook application on your compatible mobile device or computer. During the Registration period, post a photo and/or video showing an image (from current or past years) related to the local hometown Festival you are nominating, and in the comments include the name of your hometown festival, why your nominated hometown festival is the “Best Fest”. Then tag @CenexStores and include the hashtags **#PoweredLocally #Contest**. You must submit your post through your own public Facebook account. **NOTE:** To enter the Contest in this method, you must be an active holder of a non-private Facebook account (*holders of private accounts may not enter using this method*). If you do not have the Facebook application, you may download it through the application store on your mobile device. The Facebook application is free, and Facebook’s Terms of Use apply. For details, visit [www.Facebook.com](http://www.Facebook.com). Submitted posts will appear on Facebook under the contest hashtag **#PoweredLocally #Contest**. If you enter using a mobile device on a wireless service provider’s network (as opposed to a Wi-Fi network), your carrier’s text and data rates will apply. You should consult your wireless service provider’s pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. Sponsor has no control over whether or not Facebook will grant you an account.
- 2. Instagram Post:** To enter via Instagram, access the Instagram application on your compatible mobile device. During the Registration period, post a photo and/or video showing an image (from current or past years) related to the local hometown Festival you are nominating, and in the comments include the name of your hometown festival, why your nominated hometown festival is the “Best Fest”. Then tag @CenexStores and include the hashtags **#PoweredLocally #Contest**. You must submit your post through your own public Instagram account. **NOTE:** To enter the Contest in this method, you must be an active holder of a non-private Instagram account (*holders of private accounts may not enter using this method*). If you do not have the Instagram application, you may download it through the application store on your mobile device. The Instagram application is free, and Instagram’s Terms of Use apply. For details, visit <http://instagram.com/legal/terms/>. Submitted posts will appear on Instagram under the contest hashtag **#PoweredLocally #Contest**. If you enter using a mobile device on a wireless service provider’s network (as opposed to a Wi-Fi network), your carrier’s text and data rates will apply. You should consult your wireless service provider’s pricing plan for details. You agree to incur any charges demanded by your wireless carrier. Sponsor has no control over whether or not Instagram will grant you an account.
- 3. TikTok Post:** To enter via TikTok, using your own public TikTok account, post a photo and/or video showing an image (from current or past years) related to the local hometown Festival you are nominating, and in the comments include the name of your hometown festival, why your nominated hometown festival is the “Best Fest”. Then tag @CenexStores\_ and include the hashtags **#PoweredLocally #Contest**. You must be an active holder of a nonprivate TikTok account to be eligible to enter this Contest via TikTok (i.e., you must make sure your posts are set to “public” and not “private”). If you wish to enter via TikTok and do not have a TikTok account, you may create one by visiting [www.tiktok.com](http://www.tiktok.com). TikTok accounts are free, and TikTok’s Terms of Use apply. For details, visit [www.tiktok.com/legal/page/us/terms-of-service/en](http://www.tiktok.com/legal/page/us/terms-of-service/en). Submitted posts will appear on TikTok under the contest hashtag **#PoweredLocally #Contest**. If you enter using a mobile device on a wireless service provider’s network (as opposed to a Wi-Fi network), your carrier’s text and data rates will apply. You should consult your wireless service provider’s pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. Sponsor has no control over whether or not Tik Tok will grant you an account.
- 4. Online Entry:** Visit the registration website at [www.CenexHometownThrowdown.com](http://www.CenexHometownThrowdown.com) during the Registration Period. Follow the online instructions provided to complete the online registration page with all required information including your name, valid email address, phone number (*including area code*), and State of residence. Each entry must also include entrant’s nominated hometown festival per the eligibility requirements outlined below, including why their nominated hometown festival is the “Best Fest”, and a photo and/or video showing an image (from current or past years) related to the local hometown Festival you are nominating. After having read and agreed to these Official Rules, click the submit button to submit your online entry. All entries must be fully complete with all required information.

**Hometown Festival, Event or Celebration (each a “Festival”) eligibility requirements:** In order to be eligible for the Contest and associated grant, a nominated Hometown Festival or Event must meet each of the required criteria outlined below.

- Each nominated Festival must be held in an eligible state serviced by Cenex® locations (AR, CO, ID, IA, IL, KS, MI, MN, MT, MO, NE, ND, OK, OR, SD, TX, WA, WI and WY);
- Each nominated Festival must be an ANNUAL local municipal Festival that may be held anytime of year, that has previously been held a minimum of two (2) consecutive years prior to nomination (Inaugural Festivals or Festivals that have only previously been held for one (1) year are ineligible);
- Each nominated Festival must be an annual celebration or event that lasts a minimum of 1-day and maximum of 7-days (weekly or monthly recurring Festivals or events are ineligible);
- Each Festival must be run by a local Chamber of Commerce, Municipality, Downtown Commission, Community-Oriented non-profit group or other similar organization as approved by Sponsor (eligibility of a particular organizing committee shall be at the sole discretion of Sponsor);
- Each Festival must promote or foster civic pride and unite residents through an in-person event, and must be non-political and non-religious in nature (any political or religious Festival or events are ineligible).

**All entries must be submitted by 11:59:59p ET on December 15, 2023 to be eligible. Administrator's official computer timeclock shall govern the timing of all attempted entries, and proof of submission does not equal proof of receipt by Administrator's computer servers. Maximum of one (1) entry per person, regardless of method of entry. Each submission must be unique. Duplicate or near duplicate entries shall be disqualified.** Each entrant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's name, Social Media account, or providing any false information, fake accounts or duplicate accounts will be disqualified and ineligible to claim any prize. Any attempt by any entrant to obtain more than the stated number of entries allowed by using the same or multiple/different Facebook, Instagram or TikTok accounts, identities or any other methods void that entrant's entries and that entrant may be disqualified. No mechanically produced or automated entries permitted. **Use of any automated system to participate in the Contest is prohibited, will result in disqualification and all such entries will be deemed void. False and/or deceptive entries or acts, including misrepresentation of age, shall render such entries ineligible.**

All entries in the Contest will become the sole property of Sponsor and will not be returned. Each entrant agrees that their submitted entry may be viewed by the public. Sponsor reserves the right to disqualify and remove any entry at any time that is not in compliance with these Official Rules. All entries must conform to the submission requirements as outlined above and below, or it may be disqualified and not considered for the Contest. If, in Sponsor's sole discretion, it does not receive a sufficient number of eligible and qualified submissions, Sponsor may terminate the Contest and no prize will be awarded.

All entries must include all required information. Any entry with incorrect, incomplete or illegible information or other inaccurate information may be disqualified. Sponsor is not responsible for lost, late, misdirected, incorrect, illegible, incomplete, invalid, unintelligible or damaged entries, or for any entry submitted in a manner that is not expressly allowed under these Official Rules, or for any entry not submitted or received due to any technical error or failure, human error, unauthorized human intervention, inaccurate capture or mis-entry of any required information, failures, omissions, interruptions, deletions, or defects of any phone or cellular phone provider, network computer online systems, computer equipment, servers or software, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation in this Contest; or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer, phone line or cellular transmissions and/or network connections; all of such entries will be disqualified.

In the event of a dispute as to any entry, the authorized account holder of the Facebook, Instagram or TikTok account used to enter, and associated with the entry will be deemed to be the registrant and s/he must be eligible according to these Official Rules. The "authorized account holder" is the Facebook, Instagram, TikTok holder or email account of the account name used to submit the entry. Proof of being the authorized account holder may be required.

**By participating and submitting an entry, entrants agree that Sponsor and participating parties are authorized to contact them via email, mail, phone, Facebook, Instagram or TikTok message or any other form of media to make entrants aware of information pertinent to the Contest, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers. Entrants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions. Any available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning.**

**By registering and submitting an entry, you affirm that you have read and accepted these Official Rules.** The laws of the State of Minnesota apply to and govern this Contest and any claims must be raised and resolved in the State of Minnesota. Any information collected by registering and entering the Contest shall be used only in a manner consistent with these Official Rules and with Sponsor's Privacy Policy. By entering the Contest, each entrant agrees that s/he may be contacted, recorded and/or broadcasted by Sponsor, and that his/her comment, post, name, image, likeness and/or submission may be used, promoted, released, broadcasted and/or published by Sponsor in any manner related to the promotion or advertising of the Contest or the advertising of Sponsor in any fashion.

**General Submission Requirements:**

- (a) Each social media entry must be submitted in a format as accepted by Facebook, Instagram, or TikTok; and
- (b) Each online entry must be submitted in a format as accepted by CenexHometownThrowdown.com; and
- (c) Any entry that is not properly submitted or received for any reason, including any technical difficulties, upload failures, failures to save or properly store the entry, efforts of hackers or any lost or disconnected Internet connections, will be disqualified.

**Additional Submission Requirements:** Sponsor reserves the right to, in its sole and absolute discretion, disqualify any entry and/or submission for any reason that it considers to not be appropriate for the Contest. Entry submission restrictions include, but are not limited to, the following requirements:

- not be, or ever have been, previously submitted in the Contest;
- except as relates to the Sponsor's brand(s) or approved partners, not include trademarks, logos or copyrighted material not owned by entrant or material that is used without permission (including, but not limited to, company names, photographs, works of art or images published on any media) or that otherwise infringes or violates the rights of any third-party (including, but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights (i.e., "droit moral") or any other intellectual property rights);
- not feature, display, refer to, or mention any companies or brands in competition with Sponsor;
- not include any unauthorized photos, images, comments or plagiarism of any kind;
- not contain or reference nudity, inappropriate, indecent, sexually explicit, pornographic or obscene content or images (which shall be determined by Sponsor, in its sole and absolute discretion);
- not contain any religious, political or politically themed or motivated messages, comments, statements or images as solely determined by Sponsor;
- not defame, slander, libel, misrepresent or contain disparaging remarks or any other content that could adversely affect the name, reputation or goodwill of the Released Parties or any other individuals and/or entities affiliated or associated with Sponsor, the Contest or any prizes, the determination of which shall remain in the sole discretion of Sponsor;
- not depict or include any comments, descriptions or images that may be considered unlawful, harmful, threatening, violent, abusive, harassing, tortuous, defamatory, vulgar, libelous, invasive of another's privacy, hateful, or racially, religiously, ethnically or otherwise objectionable in any manner as solely determined by Sponsor;
- not include any commercial message or monetary solicitation;
- not be subject to any third-party agreement or require payment or incurrence of any sums to obtain further permissions of any person or entity as a result of its use or exploitation of the comment(s), photo, idea or rights therein or portions, or modified versions or derivative works thereof; and
- not include any name, likeness, description, photograph or any other identifying element, in whole or in part, of any person, living or dead, without permission.

**Representation and Release of Rights to Contest Entry and/or Submission:** By submitting any entry, each entrant represents that s/he has sole and exclusive ownership and proprietary rights of all content submitted; has full permission of any parties within any photo or video included as part of the entry to publish and release their images and actions shown within the photo or video; and agrees that each entry and/or submission becomes the sole and exclusive property of Sponsor, and Sponsor may publish, display, promote or utilize the submission, content, comment and/or any photo or video in any manner of its choosing in relation to the promotion or advertising of the Contest or Sponsor. Entry into the Contest and upload of any entry, comment and/or photo or video constitutes permission for the Sponsor and its designees to use that entrant's entry, submission, comment, photo, video, name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. Submissions will not be acknowledged or returned by Sponsor.

Sponsor reserves the right to request proof from any entrant, at any time, in a form acceptable to Sponsor, of any permission required or possibly required to use such entrant's entry in the Contest. Failure to provide such proof, if requested, may disqualify such entry from the Contest.

Sponsor reserves the right, in its sole discretion, to disqualify any individual (and all of his or her entries) who tampers or attempts to tamper with or abuse the entry process or the Contest website in any way or who is otherwise in violation of these Official Rules, as determined by Sponsor or the Contest judges appointed by Sponsor in their sole and absolute discretion. Any questions regarding the number of entries submitted or the authorized account holder shall be determined by Sponsor in its sole discretion. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**Judging of Festival Nomination Submissions – Determination of three (3) Festival finalist qualifiers:** Beginning on or about **December 18, 2023** through approximately **January 19, 2024**, a panel of judges as solely determined and appointed by Sponsor/Administrator shall review, select, and designate a maximum of three (3) nominated Festivals as potential Festival finalist qualifiers from among all eligible Festival nomination submissions received from all entry methods combined as set forth below (*see judging criteria below*). (Note: each Festival selected as a finalist must be a unique and separate Festival.)

Each nominated Festival selected by judges shall be designated as a **potential finalist**, subject to verification of eligibility, and compliance with these Official Rules. Only the nominated Festivals that are selected by judges shall be eligible to participate in the voting competition and be eligible for a grant (see below). All other entries and nominated festival submissions received shall be disqualified and ineligible for any grant or prize award.

**Judging Criteria:** Nominated Festival submissions shall be judged by a Sponsor/Administrator-appointed panel of judges pursuant to the following guidelines, requirements, and criteria in the determination of a nominated Festival as a finalist:

- **Eligibility Criteria:** nominated Festivals that meet each of the designated eligibility criteria as outlined above;
- **Best Fest (50%):** Entrant's description of why their local hometown festival or event is the "Best Fest" including submissions and associated Festivals that are deemed to be the best at promoting or fostering civic pride and unite local residents, along with any determination of the festival or event as being original, unique and creative;
- **Benefit to Festival (25%):** Entrant's description of how or why Cenex can help make it better with a grant;
- **Positive representation of #PoweredLocally and Cenex® (25%):** Nominated Festival and associated submission that best represents the local community, Sponsor's brand image, Sponsor's product and the **#PoweredLocally** theme in a positive manner.

In the event of a tie, the tied entry with the highest score in the Best-Fest criteria will be deemed the winner. If the tied entries are still tied, the tied entry with the highest score in the Benefit to Festival criteria will be deemed the winner. If the tied entries are still tied, Sponsor/Administrator will select an alternate judge to score the tied entries based on the above criteria and determine the winner. Sponsor will not disclose judging scores.

**Nominated Festival Finalist Qualifier Notification:** Beginning on or about **January 22, 2023**, each entrant whose Festival nomination submission is selected will be notified initially via post to the entrant's Facebook, Instagram or TikTok account, or via phone and/or email (for online submissions), and each potential Festival selected as a Finalist qualifier shall also be notified by Sponsor by contacting an authorized representative of the organizing committee responsible for hosting the Festival, or via phone and/or email.

If the Administrator is unsuccessful in its attempt to reach and speak directly with a potential entrant and an authorized representative of the Festival organizing committee by phone within 5-days of the initial notification attempt, then that submission and associated Festival nomination may be disqualified and an alternate potential submission and associated Festival nomination may be selected from among the remaining eligible entries and

notified as per the procedures outlined above (time permitting). {Note: Sponsor is not responsible for any entrant or associated Festival organizing committee that does not respond within the required deadline for any reason, including but not limited to failure to check any notification on social media, social media or email account settings that prevent notification or receipt of direct message, junk or spam email delivery.}

During the qualifier notification, the entrant who submitted the Festival nomination must confirm their eligibility, and an authorized representative of the Festival organizing committee must also confirm the associated Festival's eligibility per the requirements of these Official Rules. The Festival representative must also indicate their willingness to participate in the voting portion of the competition (see below).

The potential finalist qualifier Festival will then receive official Festival qualifier notification and documents via email delivery. If an entrant or associated nominated Festival does not meet the eligibility requirements, is unable or unwilling to participate in the voting portion of the competition, or is unable to accept the prize or elects to decline the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate submission and associated nominated Festival will be selected from among all remaining eligible entries based on the entry with the next highest judge's score and notified as per the procedures outlined above. Any disqualified entry will not receive any alternate prize substitution or compensation. **Decisions of the Sponsor/Administrator/judges in the selection and determination of the nominated Festival finalist qualifiers, prize winners and all matters relating to this Contest are final and binding.**

Each nominated Festival determined as a finalist qualifier will be required to: 1) complete and return, within **5-days** of date of receipt, a prize acceptance form including an affidavit of eligibility including a liability/publicity release (where permitted) along with a W-9 form completed and signed by an authorized representative of the Festival's organizing committee; 2) a Festival representative may be required to provide proof of Festival eligibility in a manner acceptable to Sponsor as a condition of receiving any prize; 3) the entrant and representative(s) of the Festival organizing committee shall be required to provide information and content related to the Festival for the purposes of creating video and additional content by Sponsor for the voting portion of the contest (see below) and 4) the Festival's organizing committee shall be solely responsible for paying all applicable taxes (including, but not limited to all local, state/province and federal taxes) on any associated prizes award (see below).

**Festival Voting Period:** Following the determination of a maximum of three (3) nominated Festivals selected as finalist qualifiers, Sponsor shall post information about the Festival and any available video, photo or other content created by Sponsor (as provided by entrant and Festival) on the contest website at [www.CenexHometownThrowdown.com](http://www.CenexHometownThrowdown.com) and may post on Social Media for the voting period portion of the Contest. The voting period shall occur beginning on or about April 15, 2024 and ending on or about May 17, 2024 (subject to change at Sponsor's sole discretion). Should the voting date change, Sponsor will prominently announce the new dates via the Contest website. During the voting period, any individual who meets the eligibility requirements of these contest rules (a "voter"), shall be allowed to register and submit a vote for their favorite Festival from among the three (3) Festivals designated by Sponsor as finalists. **Voters shall be allowed to submit a maximum of one vote per person during the entire voting period.**

In its sole discretion, Sponsor reserves the right to disqualify any entry/nominated Festival should the voting process appear to have been tampered with or manipulated in any way. In its sole and absolute discretion, Sponsor reserves the right to disqualify any votes deemed to be fraudulent, in violation of these Official Rules, or by any means contrary to these Official Rules which would be unfair to other nominated Festivals or that would otherwise undermine the integrity of this Contest. Votes that have been tampered with, reproduced, falsified, or altered are void. Votes are subject to verification at any time.

Furthermore, obtaining votes by any fraudulent or inappropriate means, including vote-bartering or offering prizes or other incentives to members of the public, is prohibited. Sponsor reserves the right to request proof (in a form acceptable to Sponsor – including, without limitation, government-issued photo identification) for any votes entered, or purportedly entered, to be considered valid for the purposes of this Contest. Where requested, failure to provide such proof to the satisfaction of Sponsor may result in a disqualification of the entry/nominated Festival receiving such questionable votes. If it is discovered or reasonably suspected in Sponsor's sole discretion that attempts were made to: (i) use (or attempt to use) multiple names, identities, email addresses and/or any automated, macro, script, robotic or other systems(s)/ program(s) to submit votes; (ii) engage in any form of proxy voting scheme or (iii) engage in any behavior deemed to be in violation of the letter and/or spirit of these Rules, Sponsor reserves the right, in its sole and absolute discretion, to disqualify any associated suspect votes and/or the entry/nominated Festival.

Following the close of the voting period, the Sponsor appointed panel of judges shall review the voting results for accuracy and any potential voting irregularities. The Sponsor appointed judges shall determine the grand prize winner and the two (2) runner-up prize winners, factoring in the total number of valid and confirmed votes cast for each Festival.

**Grand Prize Award (1):** A maximum of one (1) grand prize will be awarded. The local Festival selected and determined as the grand prize winner shall receive the following prize award: a \$100,000 Grant awarded directly to the Festival, awarded in the form of a check payable to the non-profit organizing committee or municipality responsible for planning and executing the Festival. The grant must be allocated exclusively for the use, benefit and improvement of the designated Festival, and the funds may not be used for any other purpose, activity or event. Approximate retail value (ARV) of grand prize award: \$100,000.

**Runner-Up Prizes Awards (2):** A maximum of two (2) runner-up prizes will be awarded. The two local Festivals which were not selected as the grand prize winner shall receive the following prize award: a \$25,000 Grant awarded directly to the Festival, awarded in the form of a check payable to the non-profit organizing committee or municipality responsible for planning and executing the Festival. The grant must be allocated exclusively for the use, benefit and improvement of the designated Festival, and the funds may not be used for any other purpose, activity or event. ARV of each runner-up prize award: \$25,000. Total ARV of all available runner-up prize awards: \$50,000.

**General Prize Conditions:** Prize award shall be awarded only to an eligible non-profit organizing committee or municipality, who must allocate the funds exclusively for the use and benefit of the designated Festival. Please allow up to 12 – 24 weeks for prize award and delivery. Once awarded, the prize shall be considered delivered and Sponsor shall have no responsibility for any misused, lost, or stolen funds, or for any incorrect shipping address provided by winner. In the event of any delivery issues, prize award shall not be replaced or substituted with any alternate prize award or compensation.

All other costs and expenses related to prize acceptance, delivery, redemption or use not specified herein as being provided are the sole responsibility of the associated Festival. All income, federal, state and local taxes are each Festival organizing committee's sole responsibility. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, Festival will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded.

**Additional Rules & Restrictions:** By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor/Administrator/judges, which shall be final in all matters relating to this Contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor and its designees to use entrants' and the Festival's names, cities and states of residence and/or likenesses, statements and recordings for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entry/nominated Festival ineligible for any prize.

By participating, entrants and the nominated Festival agree to hold the Sponsor, Administrator, judges, the applicable social media sites and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and each such company's officers, directors, employees and agents (collectively, the "Released Parties") harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor. Furthermore, the entrant and the nominated Festival agree to indemnify and defend the Released Parties from any third-party claims associated with the Festival, including without limitation injury, death or claims for monetary damages.



Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, pandemics, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the Contest, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Contest website.

Sponsor reserves the right to cancel, modify, reschedule or terminate the Contest for any reason including, but not limited to acts of God, pandemics, force majeure, government regulatory action or ruling, fraud, misconduct, or if any technical failures destroy or threaten the integrity of the Contest, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine prize winners based on the above-stated winner selection and judging/voting process from among all eligible, non-suspect entries received as of the time/date of such termination.

**In addition, by submitting any entry, each entrant transfers any and all of his/her right, title and interest in and to such entry, including but not limited to any and all copyrights, trademark rights, "moral rights", and any and all other proprietary rights that may exist throughout the world to Sponsor, and expressly waives any rights s/he may have in such submission and/or entry. Each entrant agrees Sponsor is the exclusive owner of all rights in and to such entry and/or submission, and will have the worldwide, perpetual right to copy, display, reproduce, exhibit, edit, modify, assign, license, register for copyright or trademark, distribute, sell or otherwise use and exploit the entry and associated submission and all elements and/or derivative works thereof, in whole or in part, alone or with other materials, in any media now known or hereafter created or devised, for any reason whatsoever, without compensation to entrant.**

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Minnesota; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be entitled to received attorneys' fees or other legal costs; 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.



**Odds:** Odds of a nominated Festival being selected as a prize winner are dependent upon the total number of eligible entries received from all entry methods combined, skill of each entrant in creation of their nomination and submission, and the decisions of judges.

**Official Rules & Winners List:** For a copy of these Official Rules, or the name of winning Festivals, send a self-addressed stamped envelope to be received by 7/31/2024 to: Cenex® Hometown Throwdown Contest, c/o Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list.

**Sponsor/ Contest Administrator:** This Contest is sponsored by CHS Inc., and administered by Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095.

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