2023 Halloween Costume Contest Rules

Enter the **Triple Crown Nutrition, Inc., ("TCN") 2023 Halloween Costume Contest** "(Contest") for a chance to be one of three winners! Simply submit your photo of your horse dressed up in their Halloween costume by posting on TCN's Facebook page or emailing to Triple Crown. Three winners will be randomly selected from all entries.

Purchase of Triple Crown® feed products is not necessary and will not increase your chances of winning. No other purchase necessary.

Your participation in the Contest constitutes your full and unconditional agreement to these Contest rules ("Contest Rules"). TCN's decisions are final and binding in all matters related to the Contest.

Contest Rules

- **1. ELIGIBILITY:** You must be 18 years of age or older, be a U.S. resident, and have a Facebook account to enter the Contest. Contest participation is limited to one photo per entry, and one entry per person.
- **2. HOW TO ENTER:** You may either: (a) Email your photo to jdrexler@triplecrownfeed.com with the following subject line: "Triple Crown 2023 Costume Contest"; and include the horse owner's name. (b) Upload the photo to TCN's Facebook page, making sure to label the photo with "Triple Crown 2023 Costume Contest" and include the horse owner's name. You are solely responsible for ensuring your photo was properly uploaded.
- **3. SUBMISSION PERIOD:** Photos will only be accepted from 8:00 AM CST on 10/24/2023 through 11:59:59 PM CST on 11/9/2023. Contest entries that TCN, in its sole discretion, determines do not comply with the Contest Rules will be disqualified and removed.
- **4. DETERMINATION OF THE WINNERS:** Three winners will be randomly selected and announced on the Triple Crown Facebook page on or before 11/14/2023. Each winner will receive 3 free bag coupons and TCN gear. Prizes will be sent via mail. All winner decisions are final and non-appealable.
- **5. REPRESENTATIONS AND WARRANTIES:** By submitting your photo, you represent and warrant that you: (a) are the exclusive owner of the photo and that you have all rights, approvals and/or consents necessary to submit it; (b) your photo does not and will not violate these Contest Rules; and (c) your photo does not infringe on the rights of any third parties.
- **6. LICENSE TO PHOTOS & ENTRY INFORMATION:** By submitting the photo to the Contest, you grant TCN an irrevocable, perpetual, world-wide, royalty-free, non-exclusive license to use, edit, modify, reproduce and publicly display the photo in any medium. Without limiting the foregoing, you will, as applicable, fully and unconditionally comply with the terms of use set forth by Facebook, Twitter and Instagram related to your participation in the Contest.
- **7. MODIFICATION OF CONTEST RULES:** TCN reserves the right to modify any terms of this Contest and these Contest Rules at any time, at its sole discretion and without providing you with any notice. Without limiting the foregoing, TCN also reserves the right to reject your photo or terminate your participation in the Contest at any time if TCN determines, in its sole discretion that you have violated any of the terms of the Contest Rules. TCN also reserves the right to cancel, suspend and/or modify the

Contest, or any part of it at any time, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest.

- **8. RELEASE OF LIABILITY:** By submitting your photo, you agree to indemnify, TCN, its respective agents, representatives, affiliates, directors, officers and employees (collectively, "Indemnified Parties") from and against any and all liability or causes of action (however named or described) for any injuries, losses and/or damages caused by or resulting from your photo submission, including without limitation: (1) any incorrect or inaccurate information; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest or receipt or use or misuse of any prize; (6) any unpaid taxes that you owe as a result of your participation in the Contest; and (7) any infringement by you of a third party's intellectual property rights. Neither of the Indemnified Parties shall be responsible for any expenses incurred by you in connection with your participation in this Contest.
- **9. LAW**: The Contest will be conducted in accordance with the laws of the State of Minnesota. All disputes concerning these terms and Contest shall be adjudicated exclusively in the federal and state courts having jurisdiction over Hennepin County, Minneapolis, Minnesota, USA.
- **10**. **SPONSOR**: The sponsor and administrator of this Contest is Triple Crown Nutrition, Inc., and can be contacted at http://triplecrownfeed.com or by U.S. mail: 315 East Lake Street, Suite 300, Wayzata MN 55391..