



OFFICIAL RULES & REGULATIONS FABICK CAT 2022 FALL CUSTOMER PHOTO CONTEST

NO PURCHASE IS NECESSARY TO ENTER. YOUR CHANCES OF WINNING DO NOT INCREASE WITH A PURCHASE.

1. Eligibility: The Fabick Cat 2022 Fall Customer Photo Contest (“Contest”) is open to legal residents of Missouri, Illinois, Wisconsin, Michigan, Kansas and Oklahoma who enter at fabickcat.info/PhotoContest. All photos entered must feature Cat equipment being used in Fabick Cat’s territory. This Contest is subject to federal, state, and local laws and regulations and void where prohibited by law.

2. Sponsorship: The sponsor is Fabick Cat (“Sponsor”), located at One Fabick Drive, Fenton, MO 63026, USA. Sponsor will conduct the Contest substantially as described in these Official Rules.

3. Agreement to Rules: By entering the Contest, You (the “Entrant”) agrees to abide by the Sponsor’s Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor’s sole discretion. By entering a photo in the Contest, the Entrant represents and warrants that they are eligible to participate based on eligibility requirements explained in the Official Rules. The Entrant also agrees to accept the decisions of the Sponsor as final and binding as it relates to the content of the Fabick Cat 2022 Fall Customer Photo Contest.

4. Entry Period: The Contest entry period begins on September 6th, 2022, at 6:00AM CST and ends on October 15th, 2022 at 7:00PM CST (“Entry Period”). To be eligible for this Contest, entries must be received within the specified Entry Period.

5. How to Enter: Eligible Entrants can enter the Fabick Cat 2022 Fall Customer Photo Contest by submitting a photo (“entry”) via the online form provided at fabickcat.info/PhotoContest. All entries must fully meet Contest requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor’s sole discretion.

All entries must feature Cat equipment in good working condition and must visually represent Fabick Cat’s operational territory. Under no circumstances will an entry depicting obviously unsafe working conditions be accepted. Additionally, entries must not contain the animal cat (felines) or a caterpillar bug (insects) as the focus of the image. Entries must not be divisively political in nature and must not display visible profanity or other forms of non-protected speech in the image.

Entrants may enter as many entries as desired but may only be selected to win once (regardless of the number of times entered). Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating that entry and removing them from the Contest at the Sponsor’s sole discretion.

6. Prizes: The Winner(s) of the Fabick Cat 2022 Fall Customer Photo Contest (the “Winner”) will receive a custom yellow YETI TUNDRA® 45 Hard Cooler, approximate value \$325.00 USD. The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor’s discretion. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others, nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner’s likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

7. Odds: The odds of winning depend on the number of eligible entries received.

8. Selection and Notification of the Winner: The photo with the most “likes” on the Fabick Cat Facebook page as of 3:00PM CST on Monday, October 17th, 2022 (as viewed by the Sponsor) will determine the Winner. In the event of an equal number of “likes” on two or more photos submitted by different Entrants, multiple winners may be selected. The Winner(s) will be announced on Facebook at the time of selection. The Sponsor will notify the Winner(s) by email within five days following Winner announcement. The Sponsor is not responsible for nor shall have any liability for a Winner’s failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall the Sponsor be liable for the Winner’s provision of incorrect or otherwise non-functioning contact or delivery information. If the Winner fails to claim the prize within 30 days from the time the award notification was sent or is found ineligible the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the Fabick Cat 2022 Fall Customer Photo Contest) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR’S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by the Entrant: By submitting an entry into this Contest, Entrants understand and agree that the Sponsor, any individual acting on the Sponsor’s behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish,



broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, the Entrant's entry, name, photo, portrait, voice, likeness, image, statements about the Fabick Cat 2022 Fall Customer Photo Contest, and the Entrant's biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

By submitting a photo into this Contest, Entrants represent and warrant that their entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If an entry infringes upon the intellectual property right of another, the Entrant will be disqualified at the sole discretion of the Sponsor. If the content of an entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, the Entrant shall, at their sole expense, defend or settle against such claims. Entrants shall indemnify, defend, and hold harmless the Sponsor from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the Sponsor may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Fabick Cat 2022 Fall Customer Photo Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Contest. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) Contest termination. Individuals who tamper with or attempt to tamper with the operation or entry process of the Contest or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Fabick Cat 2022 Fall Customer Photo Contest, to void votes for any reason, including, but not limited to: the use of bots, macros, scripts, or other technical means for entering or getting "likes" on the Fabick Cat Facebook page. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: Entry into this Contest constitutes the Entrant's agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Contest and/or the 1) Winner(s) accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Contest administration or the processing of entries.

12. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MISSOURI, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in Missouri having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest). The participant waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Fabick Cat website. Click here to read the Privacy Policy: <https://www.fabickcat.com/company/privacy/>

14. Winners List: Anyone may obtain a copy of the Winner's name(s) or a copy of these Official Rules & counties included in Fabick Cat's territory, by sending a request via mail with a stamped, self-addressed envelope to: Fabick Cat, ATTN: Marketing, One Fabick Drive, Fenton, MO 63026, USA. Requests must be postmarked no later than October 25th, 2022 (5:00PM CST).

15. Social Media Platform Rules: The Contest is sponsored by Fabick Cat and is in no way sponsored, endorsed, administered by, or associated with Facebook.

16. Affirmation of Acceptance of and Agreement to All of the Official Rules: By entering the Contest at fabickcat.info/PhotoContest, the Entrant is affirming that they have reviewed, accepted, and agreed to the Official Rules.