### CONTEST RULES

#### NO PURCHASE NECESSARY TO ENTER OR WIN.

This Contest is governed exclusively by the laws of the state of South Dakota. You are not authorized to participate in the Contest if you are not located within the market where the contest is being held.

#### 1. DATES OF CONTEST

Each Locals Love Us market holds an annual contest which begins at 12:00:01am Central Time ("CT") on the day that the businesses who win our previous annual contest are posted on our website and ends at 11:59:59pm on the last day of voting in that market (the "Contest Period").

#### 2. ELIGIBILITY

Contest is open only to legal residents of the Locals Love Us Market (the "Market" is defined as within 40 miles of the edge of the city limits) within which the contest is held, who are thirteen (13) years of age or older as of the date of entry (the "Entrant"). Void outside of the fifty (50) United States, the District of Columbia or Puerto Rico, and where prohibited, taxed or restricted by law. Officers, directors, managers, and employees of Locals Love Us (the "Sponsor"), and each of its respective parents, subsidiaries, franchisees, affiliates and related companies and their respective advertising and promotion agencies, consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Contest (collectively the "Contest Entities") are not eligible to participate. "Immediate family member" shall be deemed to mean husband, wife, children, mother, father, sister, sister in-law, brother or brother in-law.

#### 3. HOW TO ENTER. There are three (3) ways to enter:

(i) VOTE ONLINE: Entrant must visit https://localsloveus.com (the "Online Website") during the annual contest period, vote in the contest and complete the Profile in its entirety including: complete name, birthday, gender, zip code, and household income. Then, click the "SAVE AND GO VOTE" button to receive one (1) entry into the contest. All Online entries must be received by 11:59:59pm CT on the last day of the contest period.

(ii) SHARE VOTING LINK: Entrant must visit https://localsloveus.com (the "Online Website") during the annual contest period and share their personalized link to the Online Website. Every time someone else uses the Entrant's personalized link to register a new account on the Online Website and vote, both the Entrant and the new voter receive one (1) entry into the contest. There is no limit to the number of entries that each Entrant may obtain through sharing their personalized voting link.

(iii) WRITE-IN: On a postcard or a card that is no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches, legibly handwrite your complete name, mailing address, phone number and date of birth and mail with proper postage to Locals Love Us Contest, 221 S. Phillips Avenue, Sioux Falls, S.D. 57104. All write-in entries must be received at least one day prior to the last day of the contest period. There is a

limit of one (1) write-in entry per envelope/postcard. Each envelope/postcard is considered one (1) entry into the Contest. Multiple entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions will be accepted. Write-in entries must contain all entry fields outlined above; otherwise, they are void and will not be eligible to win.

Locals Love Us is not responsible for any entry that is lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, postage-due, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by the Sponsor.

# 4. DRAWING/ODDS

On or about two (2) weeks after the close of the Contest, potential prize winners will be selected in a random drawing from all eligible entries received. Odds of winning depend on the number of eligible entries received for the Contest. By entering the Contest, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Contest.

### 5. PRIZES

Each of the nine (9) Locals Love Us markets will award between four (4) and seven (7) voter prizes, consisting of gift cards to places in that Locals Love Us market in the amount of \$10 to \$500.

Total "approximate retail value" (ARV) of all prizes to be awarded is \$1,000 or less for each of the nine (9) Locals Love Us markets.

### **6. PRIZE RESTRICTIONS**

Limit of one (1) prize per person/household. All prizes are non-transferable or assigned and no substitutions or cash redemptions; except at Sponsor's sole discretion or as otherwise provided herein. Sponsor will not replace any lost or stolen prizes. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All gift card terms and conditions apply to the use of the prizes, and are incorporated herein by reference. Each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on his/her income. No more than the stated number of prizes set forth in these Official Rules will be awarded. Potential prize winners consent to the use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation.

### 7. NOTIFICATIONS/CLAIMS

\$1,000 GRAND PRIZE: Potential \$1,000 Grand Prize winners will be notified by the Sponsor by the phone and email provided in their Contest Entry on or about two weeks after the end of the Contest period (the "Notification"). Grand Prize winner will be required to sign and return (except where prohibited) a Liability/Publicity Release and a W-9 tax form (the "Paperwork") along with their mailing address within fourteen (14) days of the Notification. If any Grand Prize winner is considered a minor in his/her jurisdiction of residence (but must be over the age of 13), the Paperwork must be completed and signed by his/her parent or legal guardian and such Grand Prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. After verification of the Paperwork, Grand Prize will be mailed using the United States Postal Service. Potential Grand Prize winner must return the Paperwork within the date and time indicated in the Notification. If the potential Grand Prize winner fails to return the Paperwork within the date and time indicated in the Notification, or is found to be ineligible, or if he/she does not comply with the Official Rules, such potential Grand Prize winner and his/her entry will be disqualified and another potential Grand Prize winner will be selected from the remaining eligible entries received. If the Notification is returned as undeliverable, this will result in disqualification and an alternate Grand Prize winner will be selected from all remaining eligible entries.

The value associated with the Grand Prize is taxable as income and the Grand Prize winner is solely responsible for any taxes, including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the Grand Prize. The Sponsor must report the value of the Grand Prize to the Internal Revenue Service in the year the Grand Prize is received by the Grand Prize winner and will be reported to the Grand Prize winner and the Internal Revenue Service in the form of a Form 1099.

Grand Prize winners will be mailed their Grand Prize within four (4) weeks from receipt of the signed Paperwork.

FIRST-FIFTH PRIZEs: Potential First-Fifth Prize winners winning a Prize will be notified by the Sponsor by the phone and email provided in their Contest Entry on or about two weeks after the end of the Contest period (the "Notification"). Prize winners must reply with their mailing address within fourteen (14) days of the Notification. Prizes will be mailed within 4 to 6 weeks from the drawing date via the United States Postal Service. In the event the Prize is returned, the address supplied is insufficient for shipping purposes, or undeliverable for any reason, the Prize winner will be disqualified and an alternate Prize is returned, the address received. If the alternate Prize Winner's Prize is returned, the address supplied is insufficient for any reason, the alternate Prize winner will be disqualified and an alternate Prize is returned, the address supplied is insufficient for shipping purposes, or undeliverable for any reason, the Prize will be disqualified and an alternate Prize winner will be selected from the remaining eligible entries received. If the alternate Prize Winner's Prize is returned, the address supplied is insufficient for shipping purposes, or undeliverable for any reason, the Prize will not be awarded.

No compensation will be provided for any prizes that are not able to be awarded to a prize winner.

### 8. CONDITIONS

This Contest is conducted in English. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and other statements contained in any Contest-related materials, including, but not limited to: any entry form, survey, and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control. All federal,

state and local taxes are the sole responsibility of the prize winners. By participating in this Contest, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Contest any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Contest, except as expressly set forth in these Official Rules. By participating in this Contest, Entrants, and prize winners release the Sponsor, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Contest, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Contest. All Contest materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Contest materials submitted to Sponsor. In the event any portion of this Contest is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Contest or this Contest, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Contest. Winning a prize constitutes permission for Sponsor to use prize winners' names, addresses (city & state), voices and/or likenesses for purposes of advertising, promotion and publicity, for this Contest only, without further compensation, unless prohibited by law. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Contest Entities. If for any reason this Contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and randomly draw from those entries received up to the cancellation/suspension date to award prizes. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

## 9. NO LIABILITY

By participating, Entrants and prize winners agree to release, discharge, indemnify and hold harmless the Sponsor and its respective officers, directors, employees, franchisees, representatives and agents

(collectively, the "Released Parties") from and against any claims made by any Entrant, prize winner, or any other third parties, related in any way to the operation of this Contest as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Contest.

# 10. USE OF DATA

Sponsor will be collecting personal data about Entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at https://localsloveus.com/privacy/. By participating in the Contest, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

## **11. WINNERS LIST**

To obtain a list of Prize Winners send a self-addressed, stamped envelope to: Locals Love Us Contest, 221 S. Phillips Avenue, Sioux Falls, S.D. 57104.

## 12. SPONSOR

Locals Love Us, 221 S. Phillips Avenue, Sioux Falls, S.D. 57104.

This Contest shall not be published without the written permission of the Sponsor.