



## Kanza Cooperative Association Wheat Harvest Contest OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**

- 1. Eligibility:** Open to United States residents who are: (a) at least the older of eighteen (18) years of age and the age of majority in his/her state of residence; (b) have or open a Facebook or Instagram account during the Sweepstakes Period. Employees, officers of Kanza Cooperative Association, its affiliates, subsidiaries, advertising and promotion agencies and those entities associated with the development, distribution or implementation of this Sweepstakes are eligible to participate in the employee category only.
- 2. Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Kanza Cooperative Association as final and binding as it relates to the content of this Campaign.
- 3. Campaign Period:** Entries will be accepted online starting at 12:00 am CDT on June 1, 2023 on and ending July 14, 2023. All online entries must be received by 11:59 pm CDT on July 14, 2023.
- 4. How to Enter:** During the Sweepstakes Period, eligible persons can enter by logging into his/her public Facebook or Instagram account and posting a photo with the hashtag #KanzaHarvest23. To be a valid entry, all Entry Posts must:
  - Include one (1) photo taken in Kansas during the contest period;
  - Include the hashtag “#KanzaHarvest23”
  - Be original, and not include or reference any persons other than the Entrant, or any brands, logos, names or creative works, other than those created by or owned by either Entrant or Sponsor;
  - Not be offensive or disparaging or infringing of any rights of others, and be in good taste and appropriate for Facebook/Instagram audience and Sponsor’s followers, in Sponsor’s sole discretion; and
  - Comply with all Facebook and Instagram Terms of Service and Rules and these Official Rules.

By sending an Entry Post that complies with the above, a person will have one entry in the Sweepstakes. An eligible person can enter up to one time per day during the Sweepstakes Period; however, Entrants wishing to submit multiple Entry Posts during the Sweepstakes Period should submit different photos, rather than re-entering photos that have been previously

submitted. Sharing an Entry Post will not count as an additional entry. No Entrant may use more than one Facebook or Instagram account to enter the Sweepstakes.

5. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Kanza Cooperative Association.
6. **Prizes:** The Winner(s) of the Campaign (the "Winner") will receive a Kanza Prize Pack. Valued of Approximately \$30. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Kanza Cooperative Association. No cash or other prize substitution shall be permitted except at Kanza Cooperative Association's discretion.

The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Kanza Cooperative Association to use Winner's name, likeness, and entry 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. **Winner Selection and Notification:** Entries will be divided by photos subject into three categories: A) Mouthwatering Meals, B) Lavish Landscapes, C) Hardworking Harvesters, and D) Kanza Crew (employee) submissions. All entries will be published on Kanza Cooperative Association's Facebook and Instagram pages during the week of July 17, 2023. Voting will be done under the supervision of Kanza Cooperative Association. Winner will be notified following selection of Winner. Kanza Cooperative Association shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations.

**ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Kanza Cooperative Association's sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

9. **Rights Granted by You:** By entering this content (e.g., photo, text, etc.), You understand and agree that Kanza Cooperative Association and anyone acting on behalf of Kanza Cooperative Association, and Kanza Cooperative Association licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Kanza Cooperative Association. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Kanza Cooperative Association from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Kanza Cooperative Association 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:** Kanza Cooperative Association reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Kanza Cooperative Association control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Kanza Cooperative Association may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Kanza Cooperative Association. Kanza Cooperative Association reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Kanza Cooperative Association has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Kanza Cooperative Association reserves the right to seek damages to the fullest extent permitted by law.
11. **Limitation of Liability:** By entering, You agree to release and hold harmless Kanza Cooperative Association and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
12. **Disputes:** THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF KANSAS WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be

resolved individually, without resort to any form of class action, exclusively before a court located in Kansas having jurisdiction. Further, in any such dispute, under no circumstances shall 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 Campaign). Participant further 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 Kanza Cooperative Association website.

14. **Sponsor:** The Sponsor of the Campaign is Kanza Cooperative Association, 200 N Main St., Iuka, KS 67066.