

UNIVERSITY OF WISCONSIN-MADISON GREEK LIFE FOOD DRIVE CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW. The University of Wisconsin-Madison Greek Life Food Drive Contest (the “Contest”) begins on or about **September 9, 2019** and ends at 9 a.m. CST on **September 19, 2019** when Second Harvest Foodbank of Southern Wisconsin begins collecting the food drive bins (“Contest Period”).

1. Terms and Conditions. By participating in the Contest, all Chapter and Team members (as such terms are defined below) fully and unconditionally accept and agree to be bound by these Official Rules, and represent and warrant that they meet the eligibility requirements set forth herein. In addition, entrants agree to accept the decisions of Bayer U.S. LLC (the “Sponsor”) as final and binding as it relates to the Contest. Entrants further agree that the Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and agree to be bound by all decisions made in good faith by the Sponsor, or its designee.

2. Eligibility. The Contest is open to the fraternity and sorority chapters at University of Wisconsin-Madison (each, an eligible “Chapter”) who obtain a food drive bin from Second Harvest Foodbank of Southern Wisconsin.

Each Chapter will be responsible for organizing a team of active members in the Chapter who are each at least 18 years of age (each, a “Team”) to participate in the Contest. Teams may not include individuals other than current students at the University of Wisconsin-Madison who are active members in the Chapter. No Chapter may have more than one Team competing on its behalf.

By participating in the Contest, except where prohibited by law, each Chapter and participating Team members grant Sponsor and its affiliates and assigns the right to use the Chapter’s name, each Team member’s name, hometowns, images and likenesses for advertising, publicity and promotional purposes, including print, broadcast and online announcements, without further compensation other than entry into the Contest and at no expense to the Chapter or any Team Member.

The Teams each hereby agree to conduct photo-ops with Sponsor and/or Second Harvest Foodbank of Southern Wisconsin, at Sponsor’s request, for use by any such group in promoting, publicizing, documenting or otherwise mentioning the Contest.

3. Entry. To enter, each Team must host a food drive for ten (10) days to collect as many non-perishable food, non-food grocery items and monetary donations as possible. To collect monetary donations, each Team should register a fundraising page under their Chapter name at virtual-food-drive.everydayhero.do and follow the instructions.

The most needed non-monetary donations include the following:

- a. **Non-perishable food:** Canned tuna, ham or chicken; beef stew; chili; peanut butter; canned/dried beans; 100% fruit juice; canned fruits and vegetables; instant potatoes (boxed/dehydrated); pasta and pasta sauce; hearty soups; boxed meals; Tuna or Hamburger Helper; mac & cheese; pancake mix; syrup; cornmeal; rice; flour; cereal; crackers; bread; and tortillas.
- b. **Non-food grocery items:** Baby wipes; diapers (disposable); feminine hygiene products; toilet paper; razors; bar soap; deodorant; facial tissue; shampoo; shaving cream; toothbrushes; toothpaste; laundry detergent; liquid dish soap; hand soap; paper towels; plastic food storage bags; and kitchen and bathroom cleaners.

Donations of non-monetary items not included in the above lists will be included in the donations count at the discretion of Second Harvest Foodbank of Southern Wisconsin. Donations not included in the categories above may be disqualified in the discretion of Second Harvest Foodbank of Southern Wisconsin. **All donations must be received by 9 a.m. on September 19, 2019. It shall be deemed a violation of these Official Rules for a Team to add additional donations to be considered for the Contest entry after 9 a.m. on September 19,**

2019, even if the Second Harvest Foodbank of Southern Wisconsin has not yet collected the food bin and donations.

By competing in the Contest, each Team hereby represents that participation in the Contest does not violate any applicable university or organizational policies, Chapter rules or any laws applicable to the Chapter and/or Team, and that the members of each Team will take no actions that would violate any such policies, rules or laws during or in connection with its participation in this Contest. In seeking donations for the Contest, no Chapter, Team or Team member may use or reference the use of alcohol, drugs, sexual material, discriminatory or hate messaging, illegal activities, anything that may endanger the safety or wellbeing of any person, or any other topic deemed to be inappropriate in Sponsor's sole discretion, and no donations relating to such topics shall be solicited or accepted.

No one may enter in his or her individual capacity. Limit one (1) entry per Chapter and per Team. Sponsor reserves the right (in its sole discretion) to disqualify any Team if the Chapter, Team, or any Team member violates the terms and conditions of these Official Rules, whether or not the applicable Chapter or Team member was acting on behalf of the Chapter or Team's behalf. By entering, each Chapter and Team warrants and represents that they will conform to these Official Rules and any other rules set out by Sponsor as to the conduct of the Contest. Contest is subject to change without notification in Sponsor's sole discretion.

- 4. Winner Selection.** On September 19, 2019, Second Harvest Foodbank of Southern Wisconsin will pick up each Team's food bin and all donations obtained by each Team during the Contest Period. Second Harvest Foodbank of Southern Wisconsin will weigh the non-monetary donations obtained by each Team and obtain the final online fundraising amounts from each Team.

Each 1.2 pounds of non-monetary donations will equal one (1) meal. Each dollar raised through the online fundraising pages will equal three (3) meals. In accordance with those calculations, the total meals donated by each Team will be determined as follows: (total pounds of donated non-perishable food and non-food grocery items ÷ 1.2 pounds) + (number of dollars raised through online fundraising page × 3) = total meals raised by each Team.

The Team donating the greatest number of meals will be the winning Team (the "**Winning Team**"). All weight measurements will be conducted by Second Harvest Foodbank of Southern Wisconsin and each Team agrees to abide by the weight measurements reached by Second Harvest Foodbank of Southern Wisconsin. In the event of a tie in the number of meals, the Team with the greatest weight of non-perishable food items will be selected as the Winning Team.

The Winning Team will be notified by Sponsor on Monday, September 23, 2019. Sponsor will contact the authorized representative of the Chapter/Team if such Team is selected as the Winning Team. If a potential Winning Team does not respond within twenty-four hours of the first notification attempt, is found to be ineligible, does not comply with these Official Rules or declines to accept the Prize, the potential Winning Team may be disqualified in Sponsor's sole discretion, and in such case Sponsor may select an alternate Winning Team based on the criteria listed above.

- 5. Prize.** The Winning Team will receive twenty-five (25) general admission tickets and 10 (ten) parking passes to the Luke Bryan Farm Tour concert in Marshall, Wisconsin on September 26, 2019 (the "**Prize**") from Sponsor and/or KPentertainment, regardless of the number of members on the Winning Team. The Winning Team will comply with all instructions provided by Sponsor and/or KPentertainment for picking up and obtaining the tickets. Sponsor is not responsible for the inability of the Winning Team to accept, collect or use the Prize or any portion thereof. KPentertainment is the sole party responsible for fulfillment of the Prize under the Contest.

The Prizes are not transferable and may not be sold, resold or assigned to any person – the Prize is intended to be used solely by Team members and their guests. No substitution or cash redemption of any Prize, or any portion thereof, is allowed, except at the sole discretion of the Sponsor. Sponsor is not responsible if the Prize or any portion thereof is lost or stolen.

- 6. Claiming the Prize.** The potential Winning Team and its respective Chapter may be required to complete, sign and return to Sponsor an Affidavit of Eligibility and Liability/Publicity Release within two (2) days of receipt of such documents from Sponsor. If such documents are not returned to Sponsor prior to such deadline, any Prize won may be forfeited in Sponsor's sole discretion, such potential Winning Team shall be disqualified, and an alternate Winner selected by Sponsor, based on the judging criteria, from the remaining eligible entries, in Sponsor's discretion. In the event that more than one prospective Winning Team is inadvertently named, the Team donating the greatest number of meals (as calculated above) will be the Winning Team.
- 7. Taxes.** The Winning Team's Chapter is responsible for all applicable local, state and federal taxes. When required by federal law, Sponsor will report the name of the Chapter and the value of the Prize won to the Internal Revenue Service. If requested by Sponsor, the Winning Team's Chapter will be required to complete, sign and return to Sponsor an IRS Form W-9 prior to receiving the Prize. Failure to complete, sign and return a W-9 will result in the Winning Team being disqualified, and in such case Sponsor will select an alternate Winning Team, based on the judging criteria, from remaining eligible entries.
- 8. Compliance with Laws.** Receipt of the Prize is conditioned upon the Chapter's, the Team's, and the Team members' compliance with these Official Rules and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH TEAM'S DISQUALIFICATION AS A WINNING TEAM AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED. If any provision of these Official Rules shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.
- 9. Termination.** Sponsor reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Contest. Examples of reasons for termination or modification of the Contest may include (without limitation) Sponsor's inability to reasonably or fairly conduct or administer the Contest due to business changes, viruses, malware, security breaches, non-authorized human intervention, fraud or other causes beyond Sponsor's control. If Sponsor modifies, cancels, terminates or suspends the Contest, Sponsor may, in its sole discretion, select winners based on likely results calculated from the donations received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Official Rules. Any attempt by an entrant to deliberately 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 seek damages from any such person to the fullest extent permitted by law.
- 10. Additional Conditions.** Sponsor is not responsible for any typographical or other errors in the printing of these Official Rules, administration of this Contest or in the announcement of any winner(s) or Prize(s). All third party trademarks associated with the Prizes are owned by their respective owners, none of which are sponsors of this Contest.
- 11. Indemnity, Hold Harmless/Release.** By participating, each Team, Team member and Chapter agrees to indemnify, defend and hold harmless Sponsor, Second Harvest Foodbank of Southern Wisconsin, Row Crop, LLC, Luke Bryan, KPentertainment, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies from any liability whatsoever, and waive and release such parties from any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional) arising out of or in connection with the event or acceptance, possession, or use/misuse of any Prize, participation in any promotion-related activity, or participation in the Contest, whether under a theory of contract, torts (including, without limitation, negligence), warranty, or any other theory or cause of action.

- 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. As a condition of participating in this Contest, the entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Missouri having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.
- 13. Sponsor.** The Sponsor of this Contest is Bayer U.S. LLC, 100 Bayer Blvd., P.O. Box 915, Whippany, New Jersey 07981-0915.