

OFFICIAL RULES

The Chattanooga Express Card Ice Cream Crawl Sweepstakes

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **PROMOTION DESCRIPTION:** The Chattanooga Express Card Ice Cream Crawl Sweepstakes (the “Promotion”) begins on July 14, 2023 at 9:00 a.m. and ends on July 16, 2023 at 10:00 p.m.(the “Promotion Period”).

The sole sponsor of this Promotion is River City Company (“Sponsor”). By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection and processing of entries and the overall administration of the Promotion. Entrants shall look solely to Sponsor with any questions, comments or problems related to the Promotion. Sponsor may be reached by email at dawn@rivercitycompany.com during the Promotion Period.

2. **ELIGIBILITY:**

(a) The Promotion is open to all individuals who are 18 years of age or older, legal residents of the United States and qualify under these Official Rules. No purchase or payment of any kind to or for Sponsor or to any participating Downtown Chattanooga Express Card business is required to enter.

(b) Sponsor, and its officers, directors, managers and employees are ineligible to enter the Promotion or win the prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. “Household Members” shall mean those people who share the same residence at least three months a year. “Immediate Family Members” shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses.

3. **PRIZE:**

(a) The prize is a \$100 Chattanooga Express Card gift card. The approximate retail value (“ARV”) of the gift card is \$100. The Gift Card can be used at all the participating Downtown Chattanooga Express Card businesses. See list of participating businesses and terms and conditions for use of Gift Card at rivercitycompany.com or yiftee.com.

(b) No cash equivalent of the prize is permitted. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if the prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor’s good faith determination which is final and binding and cannot be appealed. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize. Failure to comply with the Official Rules will result in forfeiture

of the prize. The winner is solely responsible for any applicable local, state and federal taxes relative to receipt of the prize.

4. HOW TO ENTER:

(a) During the Promotion Period, a participant can enter by visiting any participating Ice Cream Crawl locations (see list at rivercitycompany.com), scanning the QR code found on the Promotion poster at a location with a smart phone and providing entrant's name, email address and the "Mystery Word" found on the poster. An entry will be provided for every location visited by an entrant for which the qualifying entry information is provided. Alternatively, entry can be made by recording the applicable Mystery Word at any participating location, visiting the River City Company office during normal business hours, and completing an entry form with the required information.

(b) Incomplete entries or entries without a valid email address capable of receiving the winner notification will be disqualified. Any attempt by an entrant to obtain multiple entries by using multiple/different email addresses, identities, or any other methods will void entrant's entries and the entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification. All entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for all aspects of this Promotion.

5. WINNER SELECTION: The Winner of the prize will be selected in a random drawing from among all eligible entries received during the Promotion Period. The random drawing will be conducted at 12:00 p.m. on July 17, 2023 by Sponsor or its designated representatives, whose decisions are final and binding. Winning the Prize is subject to the Winner Notification paragraph conditions set forth below. Odds of winning will depend on the number of eligible entries received.

6. WINNER NOTIFICATION AND ACCEPTANCE:

(a) Winner will be notified by email at the email address provided in the entry. A potential Winner must provide notice of acceptance of the prize by email reply to the winner notification which must be received by Sponsor by August 17, 2023. Sponsor is not responsible for any delay or failure of a potential Winner to receive notification for any reason, including an inactive or invalid email account or a potential Winner's failure to adequately monitor an email account, or any technical difficulties associated therewith.

(b) Any winner notification not responded to, rejected or returned as undeliverable, or not timely accepted, may result in prize forfeiture. In such case or in the event of a winner's disqualification, the Sponsor will randomly redraw and select an alternative winner from all remaining eligible entries until a winner has been selected. The potential prize winner may be required to provide proper identification and sign and return an affidavit of eligibility and release of liability, and a publicity release will be requested.

7. PRIVACY: By entering the Promotion, an entrant grants Sponsor permission to use the email address and any other personally identifiable information for the purpose of administration

and prize fulfillment, including use in listing a publicly available winner of the prize. By entering the Promotion, entrants agree to the use of entrant's information for Sponsor's marketing purposes, subject to an entrant's subsequent right to opt out of and/or unsubscribe from receiving any marketing communications from Sponsor. Sponsor will not sell or share an entrant's information to or with third parties.

8. **LIMITATION OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation, or email or smart phone failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, smart phone, computers or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of any network or wireless service, the Internet or any combination thereof; (e) suspended or discontinued Internet, wireless or mobile phone service; or (f) any injury or damage to entrant's or to any other person's computer, electronic or mobile device which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, hacking, fraud, technical failures, legal issues or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Sponsor reserves the right in its sole discretion to amend or modify the Official Rules or to cancel, terminate, modify, rescind or suspend the Promotion in whole or in part. In such event, Sponsor shall immediately suspend the drawing and the prize award, and Sponsor reserves the right, in its sole discretion, to award the prize in a manner deemed fair and equitable by Sponsor. Sponsor shall not have any further liability to any entrant in connection with the Promotion.

9. **ARBITRATION ONLY; NO CLASS ARBITRATION; WAIVER OF JURY TRIAL; CHOICE OF LAW.**

(a) As a condition of participating in this Promotion, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or the prize obtained through the Promotion, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration under the Commercial Arbitration Rules of the American Arbitration Association as then in existence, including the question of arbitrability of any issue. This means an entrant will not have the right to litigate a claim in court or have a jury trial. Further, an entrant will not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any dispute, claim or cause of action arbitrated hereunder. Arbitration will take place in Chattanooga, Tennessee, at a location selected by Sponsor, and the Arbitrator's decision shall be final; (2) any and all resulting claims, judgments and awards shall be limited to actual damages, which at a maximum shall not exceed the ARV of the prize, and out-of-pocket costs incurred, including costs associated with participating in this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to seek recovery for, and entrant hereby waives all rights to claim, punitive, exemplary, incidental and consequential damages and any other damages and waives any and all rights to have damages multiplied or otherwise increased.

(b) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an entrant and the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Tennessee, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Tennessee. Notwithstanding the requirement of arbitration, each entrant further agrees that the exclusive venue of any legal proceeding involving or in any way arising out of the Promotion, or arbitration, shall be in the federal or state courts of Hamilton County, Tennessee and entrant consents to the personal jurisdiction of same.

10. WINNER LIST/OFFICIAL RULES: To obtain a copy of the Winner List or a copy of these Official Rules, send your written request along with a stamped, self-addressed envelope to River City Company, c/o Dawn Hjelseth, 850 Market Street, Suite 200, Chattanooga, Tennessee 37402. Requests for the name of the winner must be received no later than three (3) months after the Promotion Period has ended.

11. SPONSOR: River City Company, c/o Dawn Hjelseth, 850 Market Street, Suite 200, Chattanooga, Tennessee 37402.