

**“P.C. Richard & Son Review & Win” Sweepstakes
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.
A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.**

The “P.C. Richard & Son Review & Win” Sweepstakes (the “Sweepstakes”) is intended for legal residents of the United States of America only and shall only be construed and evaluated according to U.S. law and applicable state law. Do not enter this Sweepstakes if you are not located in the U.S. at the time of entry. The Sweepstakes is sponsored by P.C. Richard & Son Long Island Corporation; 150 Price Pkwy. Farmingdale, NY 11735 (the “Sponsor”).

ELIGIBILITY: The Sweepstakes is open to legal residents of the United States of America who are at least eighteen (18) years of age or the age of majority, whichever is older, in their respective states of permanent residence at the time of entry (the “Entrants”). In addition, Entrants must have received a Review/Sweepstakes invitation. **The Sweepstakes is not open to the general public.** Employees, officers and representatives of the Sponsor, ViralSweep LLC (the “Administrator”), Bazaarvoice (also, the “Administrator”), their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below).

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on September 1, 2022 and ends at 11:59:59 p.m. ET on January 31, 2023 (“Sweepstakes Period”). The Sweepstakes Period will be divided into the following five (5) entry periods (“Entry Period”): The Sponsor’s database computer is the official time-keeping device for the Sweepstakes.

	Start Date	End Date
Entry Period #1	9/1/2022	9/30/2022
Entry Period #2	10/1/2022	10/31/2022
Entry Period #3	11/1/2022	11/30/2022

Entry Period #4 12/1/2022 12/31/2022
Entry Period #5 1/1/2023 1/31/2023

During the Sweepstakes Period, the Sponsor will email a review request to customers asking them to review a product recently purchased. The review form will require Entrant to provide nickname, email address, product review, and answering "Yes" to the Sweepstakes opt-in question. By completing the review form, an Entrant will receive one (1) Sweepstakes entry. Entrants understand and agree that their product review and nickname may appear on the Sponsor's website.

Entrants can also enter the Sweepstakes without submitting a review by visiting the alternate website, <https://app.viralsweep.com/sweeps/full/80aa3f-117964?framed=1> (also, the "Website"). The alternate registration form will require Entrants to provide their full name, complete mailing address, phone number, date of birth and email address. By completing the alternate Sweepstakes registration form, an Entrant will receive one (1) Sweepstakes entry.

LIMIT: One (1) Sweepstakes entry per person regardless of the method of entry.

Proof of entry information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited, and no mechanically reproduced entries are allowed; all such entries are void. Released Parties (as defined below) are not responsible for: late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. All information submitted by Entrants will be treated according to Sponsor's Privacy Policy, available at <https://www.pcrichard.com/privacy.html>. By participating in the Sweepstakes and providing any personal contact information, 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.

GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the

Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.

RELEASE OF CLAIMS (CALIFORNIA): Entrant acknowledges that there is a possibility that, subsequent to their involvement with the Sweepstakes and adherence to these Official Rules may discover or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known to them at that time may have materially affected their decision to enter this Sweepstakes. Entrants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, they are assuming any risk of such unknown facts and such unsuspected claims. Entrants acknowledge that they have read

these official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would materially affect his or her settlement with the debtor or released party."

Entrants expressly waive any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

DRAWING AND NOTIFICATION: The potential Prize Winners will be selected in five (5) random drawings from among all eligible entries received throughout the Sweepstakes Period. There will be one (1) drawing per Entry Period (and two Winners per drawing). The Prize drawings will be conducted by the Administrator, whose decisions are final and binding. The Prize drawings will be conducted on or about 5th day following each Entry Period. The potential Winners will be contacted by the Sponsor via phone or email. Odds of winning a Prize will depend on the total number of eligible entries received during the Entry Period in question.

PRIZE & PRIZE CONDITIONS: There will be **ten (10) total Winners, with two (2) winners per entry period**. Each **Prize Winner** ("Winner") will receive one Samsung 50" Class TU7000 Series LED 4K UHD Smart Tizen TV that has an approximate retail value of \$399.99 ("Prize"). Total Prize Pool - \$3,999.90.

NOTE: Substitution, assignment or transfer of a Prize is not permitted, except by Sponsor, who reserves the right to substitute the Prize with another of equal or greater value. All other expenses associated with Prize acceptance or usage not specifically mentioned herein are the responsibility of the Winners.

By accepting a Prize, the Winners agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prizes. The Winners will be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The Winners are solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached or does not comply with Prize notification instructions within three (3) days from the first notification attempt, or if the potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected for the Prize at issue.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY

DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of New York; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any

attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the name, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, by March 15, 2023 to ASC/VS/ P.C. Richard & Son Review Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.