

Stupp Fiber Waitlist Lottery Official Rules

NO PURCHASE NECESSARY. A purchase will not increase your chance of winning.

Eligibility. The Stupp Fiber Waitlist Lottery (the “Promotion”) is open to only to legal residents of the state of Kentucky who are at least 18 years of age at the time of entry (the “Entrant”).

The Promotion is void where prohibited by law. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in the same household, whether related or not) of Sponsor, any prize provider(s), Facebook, and each of their respective parents, subsidiaries and their franchisees, affiliates, advertising and promotion agencies, distributors, individual retail licensees and any others engaged in the development, production, execution or distribution of this Promotion (all of the aforementioned collectively referred to as the “Promotion Entities”), are not eligible to participate or win a prize.

Sponsor. Stupp Fiber, LLC, 2413 Nashville Rd., Suite 403, Bowling Green, KY 42101 (“Sponsor”).

Agreement to Official Rules. By participating in the Promotion, Entrants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion.

Timing. Promotion begins at 12:00 p.m. Central Time (“CT”) on 08/24/2023 and ends at 12:00 p.m. CT on 08/31/2023 (the “Promotion Period”). Sponsor’s servers and clock shall serve as the official clock for the Promotion and participants’ proof of submission does not constitute proof of receipt by Sponsor.

How to Enter: During the Promotion Period, Entrants may enter as outlined below.

Via Website: Visit www.stuppfiber.com/register and complete and submit the preregistration form. Entrants may be required to submit certain personal information including, but not limited to, the Entrant’s first and last name, email address, and phone number as a part of or in connection with each Submission.

Facebook: Log into or create your Facebook account and follow the official Stupp Fiber Facebook account. If you do not have the Facebook App, you may download it through the application store on your mobile device. Creating a Facebook account is free but is subject to Facebook’s terms and conditions (<https://facebook.com/legal/terms>).

Each complete entry shall hereinafter be referred to as a “Submission”. Provided an Entrant’s Submission conforms to these Official Rules, upon completing a Submission, each Entrant will receive one (1) entry into the Promotion.

Additional Conditions. The Submission must be in English. Submissions must not include information about any individual under the age of 18.

Limit one website entry and one Facebook entry per person. Submissions will not be returned or acknowledged. Entries are non-assignable.

No other methods of entry are acceptable. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different email addresses, identities or any other methods will void that participant’s entry and that participant may be disqualified. Any use of robotic, repetitive, automatic,

programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void entry by that participant.

Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

The Promotion Entities are not responsible for any Submission that is lost, late, misdirected or undeliverable, inaccurate or incorrect whether due to system errors, omissions, interruptions, deletions, defects, tampering, hacking, delays in operation or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunication malfunctions, 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, unauthorized platform access, computer hardware or software malfunctions, failures or difficulties, or other typographical or system errors or failures of any kind whether human, mechanical, electronic, network, or otherwise.

By participating, Entrants agree that their Submission may be shared on social media sites or other websites, or otherwise used in any manner, by the Sponsor without compensation to Entrant. Without limiting the foregoing, each Entrant consents to have the Entrant's Submission made available for public viewing and/or comment on the Internet.

Each Entrant further agrees and warrants that the Entrant's Submission shall not: (a) be false, inaccurate, or misleading; (b) infringe or otherwise violate any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); and (d) reasonably be considered defamatory, disparaging, libelous, hateful, racially or religiously biased or offensive, indecent, inappropriate, unsuitable, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation, obscene, lewd, crude, vulgar, profane or defamatory; in each case as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify an entry with offensive content or material that it feels is inappropriate in any way. Late entries or entries sent via any method other than as stated above will not be accepted.

In the event of a dispute regarding the identity of the person who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail address connected with the Facebook account from which the entry was sent. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An Entrant may be requested to provide Sponsor with proof that the Entrant is the Authorized Account Holder of the email address associated with the entry. Any attempt by an Entrant to enter this Promotion using multiple/different accounts or any other method may void the Entrant's entry and may result in disqualification, at the sole discretion of Sponsor. Use of any automated system to participate in the Promotion is prohibited and also may result in disqualification.

Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entrant whose Facebook account, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Promotion or any other person or entity, does not comply with these Official Rules, or if Sponsor receives notification about any potential infringements or violations of law or any other reason set forth herein.

Prize/Value/Odds. One prize will be awarded during the Promotion. Each prize will consist of:

- **Google Nest Hub (Approximate Retail Value (“ARV”): \$105.99**

TOTAL ARV OF ALL PRIZES: \$105.99

Odds of winning will depend on the total number of eligible entries received.

Prize Conditions.

All costs and expenses not expressly stated in the prize descriptions above, including but not limited to, transportation, meals, incidentals, parking, gratuities, travel and other insurance, taxes or other expenses are the responsibility solely of winner. Winner may not resell, substitute or transfer the prize offered or any portion thereof, however, Sponsor reserves the right to substitute a prize with a prize of equal or greater value.

Actual value of prize may vary and if the actual value of the prize or any portion thereof is less than the ARV set forth in these Official Rules, no cash equivalent will be awarded. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Sponsor is not responsible for damage to a prize or loss of a prize after the prize has been claimed. Winner is solely responsible for any taxes on the prize, including, but not limited to all applicable federal, state, and local taxes that become due with respect to the value of the prize.

WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED AS-IS. SPONSOR MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS OR NON-INFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF ANY PRIZE. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.

Winner Selection.

On or about 08/31/2023, one (1) potential winner will be selected in a random drawing from among all eligible entries received during the Promotion Period. The decisions of Sponsor will be final as to all matters, including, but not limited to, whether entries are received timely, whether entries are eligible, or whether an Entrant should be disqualified.

ALL POTENTIAL WINNING SUBMISSIONS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ITS DESIGNEE, WHOSE DECISIONS ARE FINAL AND BINDING. **AN ENTRANT IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED, ALL NECESSARY DOCUMENTS HAVE BEEN RETURNED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY, IS VOID, AND WILL NOT BE HONORED.

Winner Notification. On or about 09/01/2023, the potential winner will be notified by the Sponsor by email (the “Notification”). Potential winner will have seven (7) days to claim the prize.

Potential winners may be required to complete, sign, and return an Affidavit of Eligibility, Liability Release, (except where prohibited by law) Publicity Release, and IRS Form W-9 (the "Winner Documents") in order to claim the Prize. Winner Documents must be completed and returned by the date and time indicated in the Notification. If a potential winner cannot be reached, does not complete, sign and return the Winner Documents by the designated time, fails to respond to any other communications from Sponsor within five (5) day(s), or is for any other reason deemed to be disqualified or ineligible, then that potential winner will forfeit the prize and another potential winner will be selected, if possible, from among all eligible entries received in the manner described in the "Winner Selection" of these Official Rules.

If, for any reason, the Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Promotion entry, if it is possible. If the Promotion, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein.

General Terms & Conditions. By entering the Promotion, Entrants represent and warrant that the Submissions are original works of authorship of the submitting Entrant and/or are owned solely by the submitting Entrant and do not infringe the rights of any third party. By entering the Promotion or accepting or using any prize, Entrants and any other individuals included in a Submission (and if such individuals are considered minors in their state of residence, their parent and/or legal guardian) hereby waive and release, and agree to indemnify, defend and hold harmless, the Promotion Entities, from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Promotion or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Promotion, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, invasion of privacy, or any combination of the foregoing.

By entering, Entrants grant Sponsor and its designees the irrevocable right and permission to use, separately or together, their name, voice, statements, photograph, likeness, recorded performance, biographical information and other information included in a Submission, in whole or in part, on the internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including, without limitation, the purposes described in these Official Rules and for general promotional and advertising purposes, without further permission or compensation, without restriction as to alteration, without notice to Entrant, and without Entrant's consent, review, or approval, where permitted by law.

By entering, Entrants grant a perpetual, royalty-free and worldwide license to Sponsor of all intellectual property rights in their Submissions. Pursuant to the license granted herein, Entrants agree that Sponsor shall have the right to use, edit, adapt, modify, reproduce, promote, display, distribute, perform, assign and otherwise use Submissions in any way they see fit without compensation to Entrants. If requested, Entrant will sign any documentation required for Sponsor or their respective designees to make use of the non-exclusive rights Entrant is granting to use their Submissions. Acceptance of prize offered constitutes permission from winners for taking and use of video and photographs of the winners and their guests and the use by the Sponsor of such video and photographs as well as the winner's name, voice, biographical information and/or likeness for purposes of advertising and promotion without further compensation in all media now known or hereafter discovered worldwide and on the World Wide Web without notice or review or approval, where permitted by law.

Entrants agree that the rights granted to Sponsor in these Official Rules are without compensation or attribution of any kind. Entrants and entries that fail to comply with any of the provisions of these Official Rules will be disqualified.

Persons who tamper with or abuse any aspect of the Promotion, act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Sponsor's or Facebook's terms of service, as solely determined by Sponsor, will be disqualified. Promotion Entities are not responsible for any incorrect or inaccurate information whether caused by Internet users, tampering, hacking, or by any of the programming or equipment associated with or used in this Promotion, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized Instagram access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that Entrant to disqualification. Promotion Entities are not responsible for injury or damage to Entrants' or any other person's computer or property related to or resulting from participating in this Promotion. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Promotion, or submission of entries, the Sponsor reserves the right, in its sole discretion, to suspend, modify, or terminate the Promotion, and randomly select the winners from valid entries received prior to the action taken, or otherwise as may be deemed fair and equitable by the Sponsor. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

In the event an insufficient number of eligible entries are received or Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, then the Sponsor reserves the right, in their sole discretion, to suspend, modify, or terminate the Promotion, and may, in their sole discretion, if possible, randomly select the potential winners from valid entries received prior to the date of the event giving rise to the termination, or otherwise as may be deemed fair and equitable by the Sponsor.

Governing Law and Jurisdiction. As a condition of entering this Promotion, each Entrant agrees that: (1) under no circumstances will the Entrant be entitled or permitted to obtain awards for, and Entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event shall attorneys' fees be recoverable by any party. ALL ISSUES CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND/OR ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS, SPONSOR AND/OR RELEASED PARTIES IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KENTUCKY WITHOUT GIVING ANY EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. ALL DISPUTES IN ANY WAY RELATED TO THE PROMOTION SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY LITIGATION CONDUCTED IN THE COURTS OF WARREN COUNTY, STATE OF KENTUCKY.

This Promotion is subject to all federal, state and local laws and regulations. Taxes, if any, are solely the responsibility of the winners. By entering this Promotion, Entrants agree to be bound by these Official Rules, including all entry requirements.

Privacy. Except as otherwise specifically provided herein, the collection of personal information provided in connection with this Promotion will be used only for the notification and fulfillment in the event Entrant

is a potential winner. All information submitted by Entrants is subject to Sponsor's Privacy Policy accessible at: <https://www.stuppfiber.com/legal/privacy-policy/>.

Rules Request and Winner List. To obtain a copy of these Official Rules or a list of the winners, send an email to: info@stuppfiber.com. All requests must be received by 09/08/2023.

This Promotion is void where prohibited or restricted. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

©Stupp Fiber, LLC.