

**Tennant “Custodians Are Key” Contest  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR OTHER PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** INTERNET ACCESS IS REQUIRED TO PARTICIPATE. Void in Quebec, and where prohibited or restricted by law.

**ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A JURY TRIAL, CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes/Arbitration provision.**

**ELIGIBILITY:** The Tennant “Custodians Are Key” Contest (referred to as the “Promotion”) is offered in the fifty United States including D.C. (“U.S.”) and Canada (excluding Quebec) to individuals who are 14 or older at time of entry and who are residents of the surrounding community, or students (entering with their parent’s or adult legal guardian’s permission), parents, teachers, administrators and staff (“Participant” or “Nominator”) of a brick-and-mortar U.S. or Canadian K-12 school (school may be public or private, but must have physical presence) (“School”) that employs janitorial custodian(s) (“Custodian”) at the School (either directly or through a third-party company). **PLEASE NOTE:** the Grand Prize winning Custodian of the 2019-2020 “Custodians Are Key” Contest is not eligible to win a prize in this Contest, regardless of whether they are nominated for this 2020 Promotion.

**IMPORTANT NOTICE:** In order to receive a prize, potential winning Custodian must be 18 years of age or older and must be employed in good-standing by the same School at time of nomination and at time of prize award. Grand Prize winning Custodian and School (by an authorized representative) will each be required to sign, have witnessed and return within the time required a Declaration of Eligibility, Release of Liability and Publicity Release or BOTH the School and Custodian will forfeit the opportunity to receive a prize.

Employees, officers and directors of Tennant Company (“Sponsor”), BI WORLDWIDE (“Administrator”), their parent, subsidiary and affiliated companies, advertising and promotion agencies and any other individuals or entities who are engaged directly or indirectly in the development of, the production, distribution or review of materials for, or the administration, execution or implementation of this Promotion (collectively the “Promotion Entities”) and persons in the immediate family of such individuals (spouse, parent, child, sibling, partners and their respective spouses, and foster and step-relations) regardless of where they reside, or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter.

**NOMINATION PERIOD:** Participants may nominate an eligible Custodian between 12:00 am Central Time (“CT”) on September 15, 2020 and 11:59 pm CT on November 15, 2020 (“Nomination Period”). Participants are solely responsible for determining the correct time zone in their respective jurisdictions; Promotion Entities disclaim all liability or responsibility relating thereto. Sponsor’s server/computer is the

official time keeping device for the Promotion. Sponsor reserves the absolute right to cancel, terminate or modify the Promotion or any element thereof by providing contemporaneous notice on the website.

**AGREEMENT BY PARTICIPANT:** All participation in this Promotion shall be governed by these Official Rules. The information provided will be used as stated herein and as stated in Sponsor's Privacy Policy at [https://www.tennantco.com/en\\_us/general-policies/privacy-policy.html](https://www.tennantco.com/en_us/general-policies/privacy-policy.html) and Terms of Use (incorporated herein by reference). By participating in the Promotion, each Participant fully and unconditionally agrees to be bound to and accepts these Official Rules, Terms of Use and Privacy Policy, and any additional terms and conditions specific to the Promotion communicated by Sponsor. By participating, Participants further agree to be bound to the decisions of the Sponsor (and its authorized representatives) which are final and binding in all matters. By submitting an Entry (as defined below), Participants agree to be contacted by Sponsor with Promotion related communications. *This Promotion is in no way sponsored, endorsed or administered by, or associated with any school, school district or school official.* The information you provide will be used as stated herein, and for purpose of this Promotion.

**HOW TO ENTER:** Visit <https://www.tennantco.com/custodian> (the "Website") during the Nomination Period and follow the online registration instructions, then create and submit an original essay (500 words or less) nominating your School's Custodian for this Promotion and telling us "*How your custodian makes your school and the daily life of students, staff and faculty better*" (collectively an "Entry" or "Nomination").

**Limit one (1) Nomination per person. However, the same Custodian may receive multiple Nominations provided each is from a different nominator.** Any Entry that does not include an eligible Custodian and School, and an appropriate, positive essay submitted in good-faith, or that fails to follow all steps and include all other items/information may be disqualified. If Sponsor's product and/or brand is featured and/or mentioned in the Entry it must be featured appropriately, or else Entry will be immediately disqualified. By submitting a Nomination, Participants represent and warrant that they have the right to submit such Nomination. **In addition to all other restrictions and conditions stated or incorporated elsewhere herein, Nominations must NOT appear to condone, promote, contain or describe in any manner illegal, dangerous, harmful, offensive, cruel, unsafe, demeaning, disgusting, or any other improper or unsuitable activities/content or else will be subject to disqualification.**

**ENTRY SPECIFICS:** Entries must be complete, compliant, submitted via the Website communicated, and received by Sponsor within the Nomination Period. Incomplete, invalid, unsuitable, or otherwise non-compliant Entries (as determined in Sponsor's sole and absolute discretion) will not be eligible. If, upon review, Sponsor (or its authorized representative) is unable to determine that an Entry/Participant/Custodian is eligible, compliant, or reasonably suspects that it/he/she is not eligible or compliant in whole or in part, the Entry as a whole may be disqualified. Proof that an Entry was uploaded does not constitute proof or evidence that it was received within the Nomination Period or eligible for the Promotion. Entries will not be acknowledged or returned. Entries submitted via any other entry method than stated herein will not be accepted. Participants may not (whether apparent or suspected) enter

through a sweepstakes/contest club or exchange site (or similar method, whether or not paid), with multiple or false identities, accounts, or devices, or use multiple e-mail and/or street addresses, or use any other device or artifice to enter. Engaging directly or indirectly in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, harassment, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed or like participation methods as determined in Sponsor's sole and absolute discretion, will void all such Entries, and disqualify any Participant suspected of using/benefitting from such methods.

Sponsor reserves the absolute right to disqualify and/or immediately remove any Entry/Participant in whole or in part for any reason within its sole and absolute discretion. Without limiting the foregoing, Entries will be disqualified if Sponsor believes the Entry is not in the spirit of the Promotion, is not compliant herewith, or will have a detrimental impact on Sponsor, a Custodian, a School, this Promotion, or any of Sponsor's brand, products or services. Furthermore, if an Entry, for any reason whatsoever, garners or contains comments that are unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor community, Sponsor reserves the right to disqualify Entry/Participant and remove any such Entry. In the event of a dispute as to the identity of an online Participant, the authorized account holder of the email address used in connection with the Entry will be deemed to be the Participant, provided eligible.

Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Entries (in whole or in part); or for any equipment, computer, telephone, device, network, platform, app, electronic, hardware or software malfunctions, failures, connections, or (un)availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, website, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any error (human or not), or the incorrect or inaccurate capture of Entry or other information, nor for the failure to capture or display any such information.

Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply to Entry via mobile device. For those Participants entering with a mobile device: Promotion may not be available via all mobile carriers. **Messaging & data rates apply to internet access via mobile devices.** Other charges may apply; check your mobile plan for rates/details. Consent is not a condition of purchase.

**REPRESENTATIONS ABOUT YOUR ENTRY:** By submitting an Entry, Participants represent, warrant and covenant (and agree to release and indemnify Promotion Entities from same) that their Entry submitted and all content therein is the original creation of the Participant and has not been copied in whole or in part from any other work, and is the sole and exclusive property of the Participant (or Participant has the full consent to submit it herein for all uses contemplated), does not contain, depict, condone, encourage or promote activities or content prohibited by these Rules, does not depict, refer to or contain in any respect information about an individual under the age of 14, and any individuals mentioned, featured in, or who have worked on the Entry, in whole or in part, in any manner have given Participant their *express* written consent to submission of Entry into this Promotion and the use contemplated.

If requested by Sponsor, Participant shall provide evidence of the above in writing. Nothing herein shall be deemed an obligation of confidentiality. Any trademarks, logos, brand names, venues, sponsorships or any other intellectual property appearing in any way in any Entry are the property of their respective owners, which are not sponsors or affiliated with this Promotion in any way. Participants understand and agree to assume the risk that their Entry and any element thereof may, in whole or in part, be identical or similar to any other Entry, that one Entry may regardless receive varying scores from the other Entry, and Participants shall release and hold Promotion Entities harmless from same.

**LICENSE: If selected as a Finalist Prize winner or Grand Prize winner (collectively “winners”), eligible winning Participant (or if a minor their parent/legal guardian) grant to Sponsor a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Entry, in whole and in part, and all the intellectual and property rights therein including the right to make derivative works, through-out the world for any and all purposes including commercial purposes, and further agree to execute all documents and perform all acts deemed necessary by Sponsor to protect Sponsor’ license in the intellectual property.** Winners understand and agree by granting this license their Entry may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor in any media and medium whatsoever now known or hereinafter developed (including without limitation print, broadcast, radio, internet, and posted throughout Sponsor’s and (unrelated) third parties’ digital, on-line, and off-line social media, marketing and advertising properties, printed materials, outdoor boards, signage and/or any other media/medium through-out the world) without further compensation or review. Winner will not now nor in the future be paid for their Entry or for granting Sponsor any of these rights (except for the prize to be received as provided herein).

**JUDGING CRITERIA/WINNER SELECTION:** All eligible Entries will be judged by Sponsor (and/or its authorized representatives) to select potential winners based on the following equally weighted criteria:

- Apparent authenticity and originality of Nomination;
- Overall extent and positive impact the nominated Custodian has on the School;
- Evocative nature of Entry (i.e. “feel-good” factor, “makes a difference”, joy, humor, etc.)

In case of a tie, the Entry, among those tied, with the highest rating in the “positive impact” category will break the tie. In the event a tie still remains, the Entry, among those tied, with the highest rating in the “evocative nature” category will break the tie. The display of any Entry by Sponsor shall not be deemed to constitute Sponsor’s representation or agreement that the Entry is, in whole or in part, compliant with these Official Rules, or eligible for judging or prize award.

At the close of the Nomination Period, all eligible Entries will be judged in accordance with the Judging Criteria above to select twelve (12) potential finalists (referred to as “Finalists” and/or “Prize Recipients”). Nominators of a potential Finalist Custodian may be notified via phone and/or email within approximately 2 - 4 weeks after the close of the Nomination Period, and then must timely follow all instructions and may

be required to sign, and return a Declaration of Eligibility and Liability/Publicity Release. Potential Finalist Custodians (“Prize Recipients”) will also be required to sign, and return a Declaration of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents (“Release Documents”) within the time specified by Sponsor, or prize will be forfeited in its entirety, and prize may be awarded to (an) alternate. Potential Grand Prize winning Custodian will be selected from all eligible confirmed Finalist Entries in accordance with the Judging Criteria above and will be notified on or about May 1, 2021. Potential Grand Prize winning Custodian’s School (by an authorized representative) will be required to complete Release Documents within the time specified by Sponsor or else BOTH will forfeit the prize in its entirety, and prizes may be awarded to an alternate Prize Recipient. If a potential Prize Recipient is found to be ineligible or declines to accept the Prize, or Sponsor is unable to contact the potential Prize Recipient on or within two separate attempts, or in the event that the Prize confirmation, notification, or Prize is returned, misdirected or undeliverable, the Prize will be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate potential Prize Recipient for the applicable prize. If the Sponsor wishes to select an alternative potential Prize Recipient, Sponsor will do so based on the next highest score of an eligible Participant’s Entry.

Promotion Entities are not responsible for any undelivered telephone calls, messages, e-mails, or any other communications, including but not limited to those that are not received because of the Participant’s or Prize Recipients’ privacy or spam filter settings that may divert any notification or other Promotion related e-mail to a spam or junk folder. Prize award is subject to verification of eligibility and compliance with these Official Rules.

**PRIZE/APPROXIMATE RETAIL VALUE (“ARV”):**

**Custodian Finalist Prizes (12 total):** A pre-loaded card valued USD\$500/CAD\$654.

**Custodian Grand Prize (1):** An on-site recognition ceremony of the Custodian and their School (promotional value only), and winning Custodian’s choice of one (1) of the following prizes:

- A Sony 65” OLED HCTV with premium home theater soundbar. ARV USD\$4,200/CAD\$5,490.
- 8’ pool table with accessories. ARV USD\$4,000/CAD\$5,229.
- Apple® Smart Tech Bundle: consists of Apple Xs 256 GB iPhone (service plan not included), MacBook Air 1.6 GHz/256 GB, Apple watch Series 4 PGS + cellular, and a HomePod speaker. ARV USD\$3,546/CAD\$4,635.
- Fontana® 9-piece patio set with Weber® Genesis II grill. ARV USD\$3,944/CAD\$5,155.
- Ulti-MATE Garage Workshop: Ulti-MATE® Garage 2.0 Series oversized 7-piece kit and DeWalt® 20V MAX XR Lithium 6-Tool Combo Kit featuring a Hammerdrill, 1/4" Impact Driver, 1/4" hex chuck, 7-1/4 Circular Saw, Reciprocating Saw, Oscillating Multi-Tool, and LED Worklight (includes battery packs and carry bag) ARV USD\$4,100/CAD\$5,359.
- A Body-Solid® 2.2 HP treadmill and a Human Touch® whole-body massage chair. ARV USD\$4,000/CAD\$5,229.

- A trip package (each 4-days/3-nights; ARV USD\$4,250/CAD\$5,555 each): Winner's choice to of one (1) of the following:
  - Lake Tahoe, CA: Destination includes roundtrip air transportation, hotel accommodations, full-size car rental, and choice of select activities (as provided by Sponsor).
  - New York, NY: Destination includes roundtrip air transportation, hotel accommodations, ground transportation to/from NY area airport/hotel, two (2) tickets to a Broadway show (based on availability, and as provided by Sponsor), and a dinner at a NYC restaurant (selections provided by Sponsor).
  - Guanacaste, Costa Rica: Destination includes roundtrip air transportation, hotel accommodations, ground transportation to/from Liberia airport/hotel, daily meals, snacks and beverages, and choice of select activities (as provided by Sponsor).
  - Marriott® Family Award: Consists of roundtrip air transportation from home city to a city within the contiguous 48 United States, hotel accommodations in select Marriot properties, full-size car rental, and a USD\$450 prepaid Mastercard® (or a check for CAD\$588 if winner is Canadian) for winner.
  - Professional Game Experience: Consists of roundtrip air transportation from home city to game city within the contiguous 48 states, hotel accommodations, roundtrip ground transportation to/from game city airport/hotel, two (2) lower-level tickets to a non-playoff, professional sports event (based on availability, and as offered by Sponsor) , and a USD\$350 prepaid Mastercard® (or a check for CAD\$458 if winner is Canadian) for winner.

**School Grand Prize (1):** USD\$10,000/CAD\$13,071 awarded to the School, in the form of a check.

On-site Grand Prize recognition ceremony subject to obtaining appropriate consents and/or force majeure (including but not limited to Covid-19) restrictions and limitations; details to be arranged upon completion of Release Documents. For Grand Prize trip options: By accepting trip prize, Grand Prize Winner and guest agree to abide by any terms, conditions and restrictions of a ticket issuer and/or provided on or in connection with the ticket. If applicable, issuer of tickets is not a sponsor of nor otherwise affiliated with this Promotion. **Final determination of tickets/seating/excursions, if any, shall be at the sole discretion of the Sponsor. Additional restrictions may apply.** ARV of a trip package may vary, depending on the point, date and time of departure. Grand Prize Winner's guest, who must be 18 years of age or older, will be required to complete, sign and return a Liability & Publicity Release prior to issuance of any travel documents. Prize must be accepted as a whole, or will be forfeited in its entirety. **Travel must be booked at least 45 days in advance, and travel must be completed by 6/30/22.** Travel cannot be taken between 12/16/21 – 1/6/22; additional blackout periods may apply. All travel arrangements must be made through a travel agent or entity selected by Sponsor. Winner will be responsible for all meals, ground transportation, excursions, gratuities, fuel, parking, beverages, telephone calls and any other incidental costs or expenses not specifically stated herein. Specific air

carrier(s) and other trip specifics are at the sole discretion of the Sponsor or its designee(s). All travel is subject to availability. Travel must originate from airport near winner's home and end at the same major gateway airport. Grand Prize Winner and guest must travel together on same itinerary. Winner and guest will be required to provide valid government issued photo ID as required by travel authorities at time of travel, and to obtain and maintain all insurance (including health, liability and any other insurance). **A current, valid passport is required for international travel.** Grand Prize Winner acknowledges and agrees that the Promotion Entities are not providers/carriers of transportation, or insurance providers. No changes will be made to travel details once any element(s) of the travel arrangements have been booked. Prize conditions may be added or modified by Sponsor or its designee. Promotion Entities are not responsible for any changes of any element of trip, nor are they liable for any expenses incurred as a consequence of flight changes, cancellation or delays. Sponsor will not replace any lost or stolen tickets, travel vouchers, or certificates. Travel is subject to capacity controls, availability, and certain other restrictions, all of which are subject to change. Any unclaimed and/or unused element of the trip travel package, or any element thereof, will remain the property of Sponsor or its designee. The restrictions/conditions stated herein are not all-inclusive and the prizes described above may be subject to additional restrictions/conditions, which may be stated in the Affidavit (as defined herein), and/or other travel documents. Other restrictions and conditions may apply. Failure to provide these documents, if required, will cause prize to be forfeited and awarded to an alternate winner. In the event a Grand Prize winner and/or guest engage(s) in behavior that, as determined by Sponsor (or its designee) in their absolute discretion, is obnoxious or threatening, dangerous, harmful, illegal or that is intended to annoy, abuse, threaten or harass any other person or may lead to property damage or loss, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and to send the winner (and guest(s)) home with no further compensation. Sponsor is not responsible if any event associated with the Grand Prize is delayed, postponed, or canceled for any reason. Winner will not receive compensation from Sponsor for tickets that the winner is unable to use due to force majeure (including but not limited to Covid-19) theft, misplacement, loss, damage, destruction (and such will not be replaced), or to delay or cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. The right to receive and use this prize is personal to a Grand Prize winner and is non-assignable and non-transferable. *Therefore, Grand Prize winner agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed or placed into any other unauthorized channels of distribution.*

**PRIZES ARE AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

**Limit one (1) Finalist prize per Prize Recipient.** The Grand Prize winning Custodian of the 2019-2020 "Custodians Are Key" Contest is not eligible to win a prize in this Contest, regardless of whether they are nominated for this 2020 Promotion. Custodian Winners: An IRS Form 1099 will be issued in the name of U.S. winner for the actual value of the prize(s) awarded if the actual value of prize(s) is \$600 or over. Any

and all applicable local, state, and federal taxes and all expenses not specifically stated herein are solely the responsibility of a winner; winners are advised to seek independent counsel regarding prize tax implications, if any. Without limitation, Sponsor reserves the unfettered right NOT to award any prize, in whole or in part, if doing so may result in public disrepute, scandal, or may have a detrimental impact on Sponsor, this Promotion, or any of Sponsor's brand, products or services (as solely determined by Sponsor in its absolute discretion). Only the prize as described is available to be awarded; in no event will Promotion Entities be responsible for awarding more or different prizes than stated herein. Prize cannot be assigned, transferred, or substituted, except by Sponsor who may, at its sole discretion, substitute a prize or any part thereof with a prize of equal or greater value. Prizes are not redeemable for cash; any difference between the actual value and ARV of the prize will not be awarded as cash, or otherwise.

**GENERAL CONDITIONS:** In the event of noncompliance, if a Participant or any Prize Recipient becomes noncompliant or ineligible, prize will be forfeited and (an) alternate Prize Recipient(s) will be selected for the prize in accordance with the judging criteria herein. Sponsor bears no responsibility if any event, element or detail of the event or a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the prize become unavailable, the Sponsor shall have no obligation to a winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. Prize Recipients will not receive compensation from Sponsor for gift cards, passes, tickets, or certificates that the Prize Recipient is unable to use due to loss, damage, destruction (and such will not be replaced), or to delay or cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Each winner agrees that prize is personal to that applicable Prize Recipient, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Prizes or prize notifications that are lost, late, stolen, unclaimed, returned, undeliverable, not timely responded to, or otherwise un-awarded will be forfeited and will NOT be re-awarded. **BY PARTICIPATING, PARTICIPANTS AND PRIZE RECIPIENTS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, OTHER PROMOTION ENTITIES, SOCIAL MEDIA PLATFORMS, AND THEIR PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PROMOTION AND/OR PRIZE RELATED ACTIVITY, ACCESS TO THE WEBSITE, AND/OR OTHER PARTICIPATION IN THIS PROMOTION.** By entering and/or accepting a prize, Participants and Prize Recipients covenant to the fullest extent permitted by law not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release. A waiver

by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any provision adjudged to be invalid shall be struck from these Rules and the remainder shall continue in full force and effect.

**LIMITATIONS OF LIABILITY:** Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by website users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, incompatibility, communications failure, theft, loss or destruction of Entries, nor for the failure to capture entry or other information. Promotion Entities are not responsible for injury or damage to Participants' or to any other person's computer and/or mobile device related to or resulting from downloading materials from or use of any account, or Website. If, for any reason, the Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical or other failures or errors, or any other causes similar or dissimilar which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or element thereof and select the Prize Recipients from non-suspect, eligible Entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any communications, announcements, advertising and/or promotional materials relating to this Promotion, these Official Rules shall govern.

Promotion Entities shall not be liable to Participants, Prize Recipients or any other person or entity for failure to execute the Promotion, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of any event, epidemic or pandemic, or any similar or dissimilar event beyond their reasonable control.

**PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a Prize, Nominators, Participants and Prize Recipients as applicable grant (and agree to confirm that grant in writing) permission for Sponsor and/or Sponsor's designee the perpetual right to use his/her entry, name, biographical information, likeness, image, voice, and statements for promotion, trade, commercial, and publicity purposes, at any time or times, in all media now known or hereafter discovered including television and the internet including Sponsor's social media platforms and those of third parties whether or not connected with the Promotion, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

**DISPUTES/ARBITRATION:** THIS PROMOTION AND ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANT OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE STATE OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, to the fullest extent permitted by law, Participants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action or a jury trial, exclusively before a binding, neutral **one person arbitration** panel located in or near Minneapolis, MN having jurisdiction. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, consequential, and any other damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased.

**SPONSOR:** Tennant Company, 701 Lilac Drive, Minneapolis, MN 55422.

**WINNER'S LIST:** List of winners will be posted at <https://www.tennantco.com/custodian>, on or within approximately five (5) business days following winner verification.