



# Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ONLY ONE RUSSELL UNIT PER ENTRY FORM WILL BE ACCEPTED. MULTIPLE ENTRIES WITH THE SAME SERIAL NUMBER WILL BE DISQUALIFIED.

Contest Extended to March 31, 2022 by Popular Demand

These are the official rules of the Russell Vintage Models Contest (the "Contest"). These rules will be referred to as the "Official Rules" in this document. By participating in the Contest, each Entrant agrees to be bound by the Official Rules and warrants that his/her participation complies with all requirements set out in the Official Rules. Chance plays no part in the determination of winners in the Contest.

#### **SPONSOR**

Sponsor is HTPG, LLC, 3885 Crestwood Parkway, Suite 500, Duluth, GA 30096, USA ("Sponsor"). The Entrant is providing information to the sponsor.

### **TERM**

The Contest begins October 1, 2021 at 12:00 a.m. U.S. Eastern Time ("ET") and ends March 31, 2022 at 11:59 p.m. ET.

### WHO MAY ENTER

The Contest is open to Russell customers who are (1) legal and residing residents of the 50 United States and the District of Columbia, who are 18 years of age or older at the time of entry (19 years of age or older if a resident of AL or NE; 21 years of age or older if a resident of MS), (2) have Internet access and a valid email address prior to the start of the Entry Period and (3) have an installed and working Russell (or Russell Coil) unit. Employees of Sponsor, and its subsidiaries and affiliates, and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same household of such employees, whether or not they are related are not eligible. THE CONTEST IS VOID WHERE PROHIBITED.

# **HOW TO ENTER**

Eligible individuals may enter the Contest by visiting Russell.htpg.com and completing the official entry form at https://russell.htpg.com/75anniversary-contest.

The Entrant must submit the following information: Company name, street address, city, state, zip code; Entrant's name, email and phone number; Distributor Name and Branch (where you currently purchase your Russell equipment or parts); the Russell unit's serial number, model number, photo(s) of the installed unit showing where it is installed and the name plate (label that lists the manufacturer, model number, serial number and information about the unit); date unit was installed; address where the unit is installed; how many years it has been working in that location; and provide a brief description of how the unit is used. Incomplete Entry Forms will be disqualified.

Only one Entry Form per Russell unit model and serial number will be accepted. If Entrant has multiple Russell units he/she wishes to enter, then a separate Entry Form is required for each unit. Multiple entries with the same serial number will be disqualified.



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All Entries must adhere to all requirements set forth in these Official Rules and on the Contest Webpage. Entries must be submitted online on the official Contest Entry Form. No mailed, emailed or faxed entries will be accepted. No film, VHS, CD or DVD submissions will be accepted for entry into this Contest. Photos of the installed unit may be submitted as JPEG or high resolution PNG images.

All Entrants who submit a valid, completed Entry Form will receive one commemorative Russell 75<sup>th</sup> Anniversary 26-oz. Aluminum Sports Bottle by mail. Entry prize is limited to one per individual Entrant. We realize that a company many have multiple units to enter into the Contest. In that situation, please have different employees complete the Official Entry Form.

PLEASE READ THE FOLLOWING REQUIREMENTS CAREFULLY. SUBMISSIONS WHICH DO NOT COMPLY WITH THESE REQUIREMENTS OF THE OFFICIAL RULES MAY BE DISQUALIFIED OR NOT FULLY CONSIDERED.

### **ENTRY REQUIREMENTS**

The entry form must be fully completed as outlined above in "How to Enter" and include a photo of an installed and working Russell (or Russell Coil) unit. The Russell unit being submitted in the Contest must be installed and still working.

Entries must be submitted between October 1, 2021 at 12:00 a.m.ET and March 31, 2022 at 11:59 p.m. ET. Entries received prior to or after the Contest term will be disqualified. Sponsor reserves the right to examine the original source material in order to confirm compliance with these Official Rules.

Sponsor has no obligation to advise an Entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled or misdirected entries, which will be disqualified. Receipt of entry will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt. Any automated computer receipt (such as "thanks for entering" message) does not constitute proof of actual receipt of entry by Sponsor. In the event of a dispute as to any entry, the "authorized account holder" of the email account used to enter will be deemed to be the designated Entrant for the company. Potential winners may be required to show proof of being the authorized account holder.

All Entries must be in keeping with Sponsor's image and may not be offensive or inappropriate, as determined by Sponsor in its sole and unfettered discretion. The photograph(s) of the unit must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Sponsor reserves the right, but will not be obligated, to review (or have its designee review) Entries for compliance with these Official Rules. Sponsor may disqualify any Entry from the Contest for any reason, as determined by Sponsor in its sole and unfettered discretion, exercised at any time. By entering the Contest, Entrant represents and warrants that (1) the submitted photograph(s) is an original work created solely by the Entrant, (2) that the photograph(s) does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any other person or entity and (3) that no other party has any right, title, claim or interest in the photograph(s).

## **DISQUALIFICATION**

Any effort by an Entrant to misrepresent himself or herself through the use of aliases, IP spoofing or multiple email addresses will disqualify that Entrant. Entrants who disregard these Official Rules are not eligible to participate or win. Multiple entries for the same Russell serial number will be disqualified. Incomplete entries will be disqualified and will forfeit the entry prize of one Russell 75<sup>th</sup> Anniversary 26-oz. Aluminum Sports Bottle.

### WINNER SELECTION

Only those who submit a valid, completed Entry Form as described in the "How to Enter" section above will be eligible to win. The Sponsor or Administrator of the Contest will verify the entries, age of the Russell units submitted, and select the top three oldest working Russell units to win First, Second or Third Place with First Place as the oldest model. In the unlikely event of a tie (models were manufactured the same month and year), Sponsor will select the winner based upon the date the unit was installed and secondly, the date the entry form was received.



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#### **CONTEST PRIZES**

All Entrants who submit a valid, completed entry form will receive one commemorative Russell 75<sup>th</sup> Anniversary 26-oz. Aluminum Sports Bottle by mail. Prizes will be delivered to confirmed entrants within 4-6 weeks of entrant verification and compliance with all documentation requirements.

Three winners will be selected after the close of the Contest. The winners will be the top three oldest working Russell units with First Place as the oldest.

The First, Second and Third place winners will each receive one commemorative Russell 75<sup>th</sup> Anniversary bundle consisting of an anniversary T-Shirt, sports cap, 20 oz. stainless steel tumbler, and packable nylon jacket. The distributor partner of the First Place winner will also receive one Russell 75<sup>th</sup> Anniversary bundle.

The First Place winner will also receive a \$1,000 VISA® gift card to use towards the purchase of Russell equipment, parts or other items to help grow the winner's business.

The Second Place winner will also receive a \$100 VISA® gift card to use towards the purchase of Russell equipment, parts or other items to help grow the winner's business.

The Third Place winner will also receive a \$50 VISA® gift card to use towards the purchase of Russell equipment, parts or other items to help grow the winner's business.

The First, Second and Third Place winners will be notified on or around April 22, 2022. Sponsor will notify winners via email using the email submitted on the Entry Form. Upon notification, Winners must return a signed Liability Release, and where legally permissible, a Publicity Release. Those documents will be attached to the official notification email and need to be signed and returned to Sponsor via email. Winners will be interviewed by the Sponsor in preparation for a press release on the Contest, Russell Anniversary Webpage, and other Contest publicity.

The prizes are non-transferable and no cash or alternative is available. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or part of the prize) with an alternative prize equal to the monetary value and/or specification, unless to do so would be prohibited by law.

### **LICENSE**

By entering the Contest, each Entrant grants to Sponsor an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of his/her Entry, in any media now or hereafter known, including, but not limited to: Display at potential exhibition of winners; publication in Sponsor's publications or online highlighting Entries or winners of the Contest. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe on the Entrant's "moral rights" in their entries. Display or publication of any Entry on an Authorized Party's website does not indicate the Entrant will be selected as a winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each Entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest Entrants, or the choice not to do so, at their sole discretion. Authorized Parties will be not be required to pay any additional consideration or seek any additional approval in connections with such use.



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### LIMITATION OF LIABILITY

By entering this Contest, each Entrant agrees to release, discharge and hold harmless, Sponsor and their respective partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors and representatives from any claims, losses, and damage arising out of Entrant's participation in this Contest or any Contest-related activities and the acceptance and use, misuse or possession of any prize awarded hereunder.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind in combination thereof, including any injury or damage to Entrants' or other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

#### CONDITIONS

Entrants agree that this Contest shall be subject to and governed by the laws of the state of Georgia and the forum for any dispute shall be in the state of Georgia, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and each Entrant expressly waives any and all such rights. Certain restrictions may apply. By entering, Entrants also agree that the decisions of the judges and Administrator are final and binding with respect to matters relating to the Contest.

### RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, Trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with entry process and/or to cancel, terminate, modify or suspend the Contest.

# WINNERS LIST

Entrants are responsible for complying with these Official Rules. Winners' names will be available online at <a href="https://russell.htpg.com/75anniversary">https://russell.htpg.com/75anniversary</a>.

### **DATA PRIVACY**

Entrants agree that personal data, especially name and address, may be processed, shared and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor or Administrator in order to verify the participant's identity, postal address and telephone number or otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify or cancel any personal data held by Sponsor by writing to HTPG, LLC, 3885 Crestwood Parkway, Suite 500, Duluth, GA 30096. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.