

BALL HORTICULTURAL COMPANY
2025 WAVE® ANNE GEDDES PHOTOSHOOT
OFFICIAL SWEEPSTAKES RULES AND REGULATIONS

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, AND THE DISTRICT OF COLUMBIA WHO, AT THE TIME OF ENTRY, ARE AT LEAST EIGHTEEN (18) YEARS OLD OR THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE. VOID IN PUERTO RICO, RHODE ISLAND, AND WHERE OTHERWISE PROHIBITED BY LAW.

1. By entering this 2025 WAVE® Anne Geddes Photoshoot Sweepstakes (the “Sweepstakes”), entrants agree to be bound by these Official Sweepstakes Rules and Regulations (the “Official Rules”). The Sweepstakes commences at 8:00 AM Central Daylight Time (“CDT”) on 3 May 2025 and ends at 11:59 PM CDT on 30 July 2025 (the “Promotion Period”). Sponsor’s clock is the official timekeeper for this Sweepstakes.

2. **SPONSOR:** The Sweepstakes is sponsored by Ball Horticultural Company (“Sponsor”), 622 Town Road, West Chicago, Illinois 60185.

3. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia who, at the time of entry, are at least eighteen (18) years old or the age of majority in their state of residence. The Sweepstakes is not open to: (1) employees, independent contractors, officers, and/or directors of Sponsor, and Sponsor’s respective parent, related, affiliated and/or subsidiary companies, advertising, promotion and fulfillment agencies or legal advisors and their respective officers, directors, agents, employees and assigns (collectively, “Released Parties”) or (2) the immediate family members of, and persons living in the same household as, any of the Released Parties. “Immediate family” is defined as parents, siblings, children or spouse. Released Parties expressly includes The Home Depot, Inc. and its affiliates. All United States federal, state and local laws apply. Void in Puerto Rico, Rhode Island, and where otherwise prohibited.

4. **HOW TO ENTER:**

(a) **METHOD OF ENTRY:** During the Promotion Period, there are two (2) ways to enter. No other method(s) of entry will be accepted. Limit one (1) entry per household, regardless of method of entry. Multiple entries received from any person or household in excess of the stated limitation will be void. All information and files submitted in the format specified (“Submission”) will become property of Sponsor and used as provided in Sponsor’s Terms of Use and Privacy Policy, each of which can be found by visiting <https://www.ballhort.com/Legal/TermsOfUse/> and <https://www.ballhort.com/Legal/PrivacyPolicy/> (both of which are incorporated herein by reference). Sponsor and Released Parties are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected

Submissions; all of which will be void. Submissions generated by script, macro or other automated means are void.

(i) **PURCHASE:** During the Promotion Period, entrants may purchase any WAVE® product which displays the Anne Geddes Baby Bee tag. Entrants must photograph: (a) the WAVE® product, (b) the corresponding receipt reflecting purchase of the WAVE® product, and (c) the Anne Geddes Baby Bee tag (together, the “Photographs”). Entrants must submit: (y) the Photographs, and (z) a statement expressing what Anne Geddes or WAVE® Petunias mean to the entrant (50 words or less) electronically via the website, <https://flowsto.com/r/4xbfn3KNg>.

(ii) **MAIL-IN METHOD:** During the Promotion Period, you may enter the Sweepstakes by hand-printing your complete name, address, city, state and zip code, day and evening telephone number (including area code), date of birth and e-mail address (optional) on a 3”x 5” postcard and mailing it in an envelope with proper postage affixed to: 2025 WAVE® Anne Geddes Photoshoot Sweepstakes, Ball Horticultural Company, 622 Town Road West Chicago, IL 60185. Sponsor may use e-mail addresses provided via the mail-in entry method (as applicable) for prize notification purposes only; however, eligibility to participate in the Sweepstakes is not dependent upon entrant’s provision of this information. Mail-in entries must be received by Sponsor by 30 July 2025 to be eligible. Mail-in entries become the property of the Sponsor and will not be returned.

(b) Use of automated devices is not valid for online entry. By submitting an entry, entrants warrant and represent that the Submission, or any portion of it, will not violate any law or infringe upon the rights, title, claim or interest of any third party. Sponsor and the Released Parties are not responsible for any problems or technical, hardware, or software malfunctions of any telephone network or telephone lines, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Sponsor due to technical problems, human error or traffic congestion, unavailable network connections on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. By submitting an Submission or entry, you agree to abide by the terms of these Official Rules.

5. **DRAWING:** A random drawing will be conducted on or about 6 August 2025 by Sponsor. Odds of winning depend on the number of entries received. Potential winners will be notified by email correspondence, telephone, or by text message (standard SMS rates apply) on or around 13 August 2025. Winner claim the Prize by signing and returning any required Affidavit of Eligibility and Release within seven (7) days of the date notice is sent or such other date set by Sponsor. Failure to respond within the applicable time period will result in forfeiture of the Prize and Sponsor shall have the option to award the Prize to an alternate winner. All

federal, state, or local income taxes resulting from acceptance of the Prize are the responsibility of winner and winner will also be required to provide Sponsor with a completed IRS Form 1099. By entering this Sweepstakes, entrant accepts and agrees to these Official Rules and the decisions of the Sponsor, which shall be final in all matters. By entering this Sweepstakes, entrants waive all right to, and hold harmless Sponsor and the Released Parties from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this Sweepstakes or the acceptance, use, or misuse of the Prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Acceptance of a the Prize also constitutes permission to the Sponsor and the Released Parties to use winner's name, and likeness, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. THE FOREGOING PROVISION IS NOT A CONDITION OF ENTRY FOR, AND DOES NOT APPLY TO, LEGAL RESIDENTS OF THE STATE OF TENNESSEE. Sponsor and the Released Parties will not be responsible for: lost, late, misdirected, damaged, illegible, incomplete, incorrect, or otherwise unsatisfactory entries; lost, late, or misdirected prize notices; or any typographical, or other error in the printing of the offer, administration of the sweepstakes, or announcement of the Prize. In the event of any such error, Sponsor reserves the right to cancel or modify the Sweepstakes in a manner deemed appropriate by the Sponsor, at the Sponsor's sole discretion.

6. **PRIZE & APPROXIMATE RETAIL VALUE: A total of one (1) Prize (as defined below) is available to be awarded.** The winner of the Sweepstakes shall be entitled to choose from only one (1) of the following two (2) options: (A) a baby photography session with Anne Geddes for a child under the age of seven (7) months at the time of the photoshoot (a legal guardian of the child must be present), with the set design to be selected by Ms. Geddes in her sole discretion, which includes: (i) round trip coach class airfare for two (2) adults and one (1) child under the age of seven (7) months to New York, New York from the winner's place of residence at the time of acceptance, (ii) one (1) night's lodging accommodations at a hotel located in New York, New York to be selected in the sole discretion of Sponsor, (iii) a pre-paid Visa card in the amount of \$600 to cover meals, transportation, and other incidentals, (iv) a "meet & greet" session with Anne Geddes, length to be determined in the sole discretion of Sponsor, (v) one (1) image from the photograph session which the winner may use for his/her own, personal, noncommercial use (image to be sent in digital format to the winner within thirty (30) days of the photoshoot), and (vi) a signed photograph of Anne Geddes; OR, (B) \$5000 in cash. The total Approximate Retail Value ("ARV") of Option A is \$5000 USD The Prize is non-assignable and non-transferable. Sponsor reserves the right to substitute a prize of equal or greater value. If a potential winner is disqualified for any reason, Sponsor will award the Prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the Prize will remain un-awarded.

7. **GENERAL CONDITIONS:** Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend the Sweepstakes should any computer virus, bugs or other technical difficulty or other causes beyond the control of the Sponsor or Released Parties corrupt the administration, security or proper play of the Sweepstakes. Sponsor also reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes at any time and for any reason, or for no reason. Sponsor reserves the right in its sole discretion to disqualify any individual it finds

to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of the Prize described in these Official Rules will be awarded.

8. **LIMITATIONS OF LIABILITY:** By entering the Sweepstakes, you agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes or the Prize shall be resolved individually without resort to any form of class action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (3) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out- of-pocket expenses.

9. **BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT SPONSOR AND THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, ACCESS TO AND USE OF ANY INTERNET WEBSITE OR APPLICATION ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE, OR PRIZE DELIVERY. SPONSOR AND THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THE PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR OR TERRORISM, EPIDEMIC, PANDEMIC, NATURAL DISASTERS OR WEATHER EVENTS. A SIGNED, WRITTEN WAIVER SHALL BE REQUIRED OF THE WINNER PRIOR TO ACCEPTING THE PRIZE.**

10. **WARRANTY DISCLAIMER:** The Prize is awarded "AS IS." Except as otherwise provided in these Official Rules, Sponsor makes no warranties, representations or guarantees, express or implied, in fact or in law, respecting the performance or use of the Prize including, without limitation, quality, merchantability, and fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.

11. **CONSTRUCTION:** Sponsor shall be the sole interpreter of these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant vis-à-vis Sponsor, shall be governed by, and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other

than the State of Illinois. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

12. GENERAL RELEASE: By entering the Sweepstakes, you release and discharge Sponsor and the Released Parties from any liability whatsoever in connection with the Sweepstakes, your participation in the Sweepstakes, or with the acceptance, possession, use or misuse of the Prize including, without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including, without limitation: personal injuries; death; damage to, loss or destruction of property; rights of publicity or privacy; and defamation or portrayal in a false light). Sponsor and the Released Parties will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Sweepstakes. Sponsor and the Released Parties will not be responsible for any inaccurate Prize details supplied to an entrant by any third party related to this Sweepstakes. Additionally, you hereby agree to indemnify Sponsor and the Released Parties from any and all losses, damages, costs, expenses, rights, claims, demands and actions (including attorney's fees and expenses for litigation and settlement), which may be brought against any one or more of them by anyone claiming to have suffered loss or damage as a result of your participation in the Sweepstakes and/or with your acceptance, possession, use or misuse of the Prize.

13. OFFICIAL RULES/WINNERS LIST: To obtain a copy of these Official Rules, print them or send a self-addressed, stamped envelope to: 2025 WAVE® Anne Geddes Photoshoot Sweepstakes, Ball Horticultural Company, 622 Town Road West Chicago, IL 60185. If you have any questions regarding this Sweepstakes or would like to obtain the name of the Prize winner (available after June 15, 2024), send a self-addressed, stamped envelope to: 2025 WAVE® Anne Geddes Photoshoot Sweepstakes, Ball Horticultural Company, 622 Town Road West Chicago, IL 60185. All requests for Official Rules and the Prize Winners must be received on or before 15 October 2025.