

WAVE PETUNIAS – “WHAT INSPIRES YOU?” SWEEPSTAKES
Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE SWEEPSTAKES EACH ENTRANT (OR THEIR PARENT/LEGAL GUARDIAN) AGREES TO THESE OFFICIAL RULES.

1. **Eligibility:** The Wave Petunias “What Inspires You?” Sweepstakes (the “Sweepstakes”) is open only to legal residents of the 50 United States and District of Columbia, and Canada, who are the age of majority in their state/providence of residence. Void where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Ball Horticulture Company, 622 Town Road, West Chicago, IL 60185 (the “Sponsor”) and any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes (collectively, “Released Parties”) and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **Sweepstakes Period:** The Sweepstakes starts at 12:00:00 AM Central Time (“CT”) on June 27, 2023 and ends at 11:59:59 PM CT on August 31, 2023 (“Sweepstakes Period”).
3. **How to Enter.** To enter, visit <https://www.wavegardening.com/en-us/WaveMural> (“Website”) to find, complete and submit the official entry form, including uploading a photo showing us what inspires you (“Photo”) along with a caption explaining what inspires you (collectively with entry form and Photo, the “Submission”), to receive one (1) entry into the Sweepstakes random drawing. All entries must be submitted by 11:59:59 PM CT on August 31, 2023, to be eligible for the Sweepstakes random drawing. Sponsor is not responsible for any technical issue relating to the entry. Limit one (1) entry per person during the entire Sweepstakes Period, regardless of the method of entry.
4. **Submission Requirements:**
 - Entrants agree to and understand that the Submission will be made available to the public, including without limitation, posting on the Internet, social media pages, and may appear in Sponsor's advertising and marketing materials in any medium. Whether or not Submissions are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Submission.
 - The Submission must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Submission must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Submission entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Submission entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Released Parties and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of these Official Rules or the warranties and representations made

by entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as entrant's original creation.

- By uploading Submission, the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Submission and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Submission at its sole discretion through any media available at any time during, or after, the Sweepstakes Period on any related websites, in any promotional materials, whether related or un-related to the Sweepstakes, and at any location, whether physical or online. In addition, entrant warrants that any so called "moral rights" in the Submission have been waived and entrant acknowledges and agrees that Sponsor may use any ideas from any Submission entry or other submitted materials, whether or not entrant has been awarded a prize in connection with any such Submission or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of Released Parties, and each of their parent, subsidiaries, and affiliates and each of their respective owners, employees, directors, officers, agents, and subcontractors from all claims, demands, and causes of action of any nature whatsoever which entrant or entrant's heirs, representatives, executors, administrators, or any other persons acting on entrant's behalf or on behalf of entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Submission entry and any portion thereof, or the likeness of any natural person therein.
- The Submission must not contain material that contains or depicts someone smoking, intoxicated, or using illegal substances, or any paraphernalia related to any of the above; violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights; contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements); contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, profane, obscene, hateful, tortious, slanderous or libelous; references persons or organizations without their written permission; disparages any persons or organizations; includes threats to any person, place, business, or group; is unlawful, in violation of or contrary to all applicable federal, state, local or provincial laws and regulations.

Failure of any Submission to comply with the above "Submission Requirements," as determined by Sponsor, in its sole discretion, may result in disqualification of entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Sweepstakes or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Submission entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

5. **Winner Selection and Notification:** One (1) Grand Prize winner will be selected in a random drawing to be held by Sponsor on or about September 1, 2023. The potential Grand Prize winner will be notified by Sponsor via email or telephone to the email address or telephone number associated with the potential winner's entry, on or about the day of the random drawing. The potential Grand Prize winner must respond to the winner notification within **48 hours** from Sponsors sending the email or leaving a voicemail message, or prize will be forfeited and awarded to an alternate winner, time permitting. Odds of winning depend on the total

number of entries received in the Sweepstakes Period. Sponsor is not responsible for emails or voicemails that are lost, misdirected, unopened, or for any technical glitches associated with the sending of the offer in email or leaving a voicemail.

6. **Prize and Approximate Retail Value ("ARV") – One (1) Grand Prize** – A \$500.00 Home Depot Gift Card. ARV: \$500.00. Gift card is subject to the terms, conditions and restrictions printed on the gift card. Prize is non-transferable, and not substitutable and not redeemable for cash. Sponsor may substitute the prize, or portion thereof, for one of equal or greater value at Sponsor's sole discretion for any reason. Grand Prize winner may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. The winner must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.
7. **Claiming the Prize:** Sponsor will email the Grand Prize to each Grand Prize winner upon receipt of winner verification. In the event the potential Grand Prize winner fails to verify their email address or provide Sponsor with any required Prize Release documents within the timeframe provided by Sponsor, they will forfeit their right to the Grand Prize, and an alternate may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for lost, late, delayed, damaged, technical glitches, undelivered emails, bounce-back emails, or other technical glitches associated with emailing the Grand Prize. All unclaimed or returned prizes remain the property of Sponsor.
8. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant (or their parent/legal guardian if participant is a minor in the state of their residence) agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Sweepstakes, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.
9. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made pandemic or epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Sweepstakes 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 prize described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these 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 rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited, to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of phone calls; or (5) any injury 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 or use or misuse of any Prize.
11. **Privacy Policies and Data Collections:** Information provided by you for this Sweepstakes on the entry form is subject to Sponsor's privacy policy: <https://www.ballhort.com/Legal/PrivacyPolicy/>. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the Entry Form to administer and fulfill this Sweepstakes.
12. **Disputes/Governing Law:** Entrant (or their parent/legal guardian if entrant is a minor in the state of their residence) agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes or the determination of Winner or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Illinois under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Illinois state or federal court judge with experience in entertainment matters who shall follow Illinois law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Illinois, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Illinois. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Illinois; (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 attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, 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 (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

13. **Official Rules:** For a copy of these Official Rules see the Website during the Sweepstakes Period. For the name of the winner, send a self-addressed, stamped envelope to: Winner's List – Wave Petunias What Inspires You Sweepstakes, 622 Town Road, West Chicago, IL 60185, to be received by September 7, 2023.

14. **Sponsor:** Ball Horticulture Company, 622 Town Road, West Chicago, IL 60185.

ABBREVIATED RULES FOR PRINT, POS, EMAIL ADVERTISING OF PROMOTION:

NO PURCHASE NECESSARY TO ENTER OR WIN. The Wave Petunias What Inspires You Sweepstakes is open to legal residents of 50 U.S., D.C., and Canada who are the age of majority. Starts at 12:00:00 AM CT on 6/27/23 and ends at 11:59:59 PM CT on 8/31/23. For how to enter, odds, and prizes, see official rules at <https://www.wavegardening.com/en-us/WaveMural>. Void where prohibited. Sponsor: Ball Horticulture Company, 622 Town Road, West Chicago, IL 60185.

SOCIAL MEDIA/BANNER ABBREVIATED RULES

NO PURCHASE NEC. Open to residents of the 50 US, DC and Canada who are the age of majority. Ends 11:59:59 PM CT on 8/31/23. See rules at <https://www.wavegardening.com/en-us/WaveMural>.