

2021 POLOPLAZ SUPER SAND AND FINISH SWEEPSTAKES

OFFICIAL RULES

Important: Please read these Official Rules before entering this Sweepstakes (the “Sweepstakes”).
By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. PURCHASE OR PAYMENT WILL NOT INCREASE ODDS OF WINNING.

Sweepstakes void where prohibited by law. Subject to applicable federal, state, and local laws.

1. **Eligibility:** The Sweepstakes is open only to legal residents of the 50 United States or District of Columbia who are at least 18 years old (or the age of majority in their jurisdiction of residence, whichever is older) and employed by a contractor, distributor, or retailer of PoloPlaz, Inc. at the time of entry. *Check with your employer to make sure that they do not prohibit or restrict your participation in the Sweepstakes.* Directors, officers, members, managers, and employees of PoloPlaz, Inc. (“*Sponsor*”) and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. **IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.** To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

2. **Sweepstakes Period:** The Sweepstakes starts at 12:01 a.m. CST on February 1, 2021 and ends at 11:59 p.m. CST on December 10, 2021 (the “*Sweepstakes Period*”). All entries must be received during the Sweepstakes Period (except as stated below for mail-in entries) and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Sweepstakes.

3. **How to Enter:** To enter, complete the steps as instructed for either of the following methods of entry during the Sweepstakes Period:

- a. **Purchase Method of Entry:** Purchase two pallets of 5-gallon pails (equals 360 gallons) of PoloPlaz Sports coatings directly from Poloplaz, Inc. or through P.A.W. Enterprises, Inc. You will then receive one entry for each eligible purchase of two pallets (360 gallons).
- b. **Free Mail-In Method of Entry:** Mail a 3” x 5” card labeled “2021 PoloPlaz Super Sand and Finish Sweepstakes” with your name, address, email address, employer, phone number and a statement that you agree to these Official Rules. Mail to: Att: Sweepstakes, PoloPlaz 1 Paradise Park Road, Jacksonville, AR 72076. P.O. Boxes are not permitted. Mail-in entries **MUST** be mailed and postmarked by the end of the Sweepstakes Period and arrive within seven days after the end of the Sweepstakes Period to be considered. You will receive one entry for each eligible 3” x 5” postcard received, up to 5 entries per day.

For Each Entry Method: Limit five entries per person per day during the Sweepstakes Period, regardless of entry method. Any attempt to obtain additional entries, including through multiple or duplicate accounts will result in disqualification. All entries must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor’s discretion.

4. **Identity of Entrant:** If there is a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address submitted with the entry. An “**authorized account holder**” means the

natural person who is assigned to an e-mail address by an 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. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.

5. **Selection and Notification of Winner:** On or about December 17, 2021 Sponsor will select the name of one potential winner of the prize in a random drawing from among all eligible entries at Sponsor's headquarters as listed in Section 15 below. The odds of winning depend on the number of eligible entries received.

The potential winner will be notified via email or registered letter mailed to address in section 15 on or about December 17. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, within seven days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within seven days, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. Alternate drawings will be held until the prize is awarded. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prizes available.

Verification of Potential Winner: THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

6. **Prizes:** One winner will receive one P.A.W. Gym Floor Riding Sander System 3 Phase (Approximate Retail Value ("ARV"): \$30,965.50), plus an assortment of Sandpaper (chosen at Sponsor's discretion) (ARV: \$2,000).

Total ARV of all prizes: \$32,965.50.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Because the value of the prize exceeds \$600, winner's social security number or taxpayer ID will also be required in order to issue a Form 1099-MISC showing prize ARV as income to winner. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in the Sweepstakes.

Except for applicable manufacturer's standard warranties, the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose).

7. **Disclaimer:** Sponsor, and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties' reasonable control; (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.

8. **Release of Liability:** By entering this Sweepstakes, entrant agrees to release and hold harmless Sponsor and the Released Parties from any injury, loss, or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of any prize, participation in any Sweepstakes-related activity, or participation in the Sweepstakes.

9. **Limitations of Liability; Releases:** By entering the Sweepstakes, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

10. **Use of Use of Name, Likeness, etc.:** To the fullest extent permitted by applicable law, entry into the Sweepstakes constitutes permission to use your name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Sweepstakes, you consent to being contacted by Sponsor for any purpose in connection with this Sweepstakes.

11. **Winner List; Rules Request:** For a copy of the winner list, send an email to MHoy@ValentusChem.com or a stamped, self-addressed, business-size envelope to the address listed in Section 15 below, Attn: 2021 PoloPlaz Super Sand and Finish Sweepstakes for arrival after December 17, 2022 and before December 17, 2022. To obtain a copy of these Official Rules, visit www.PoloPlaz.com or send a stamped, self-addressed business-size envelope to the address listed in Section 15 below, Attn: 2021 PoloPlaz Super Sand and Finish Sweepstakes. VT residents may omit return postage.

12. **Intellectual Property Notice:** VALENTUS is a trademark of Valentus Specialty Chemicals, Inc., and POLOPLAZ is a trademark of Poloplaz, Inc. The Sweepstakes and all accompanying materials are copyright © 2021 by Valentus Specialty Chemicals, Inc. All rights reserved.

13. **Disputes:** EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF

ARKANSAS OR THE APPROPRIATE STATE COURT LOCATED IN PULASKI COUNTY, ARKANSAS. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF ARKANSAS, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

14. **General Conditions:** Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to modify, suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention, pandemics, public disruptions, or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Sweepstakes, or Sponsor otherwise becomes (in its discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, violate any law, rule, or regulation in connection with participation in the Sweepstakes, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Sweepstakes. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting.

15. **Sponsor:** PoloPlaz a brand of Valentus Specialty Chemicals, Inc., 1 Paradise Park Road, Jacksonville, AR 72076.