

Pioneer Landscape Centers, Inc. Giveaway Contest Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN

Eligibility: The Pioneer Landscape Centers, Inc. Giveaway Contest ("**Contest**") is open to legal residents of the (50) United States, the District of Columbia and Canada (excluding Quebec) 18 years of age or older. Sponsor (defined below) reserves the right, in its absolute discretion, to exclude individuals who are employees, officers & directors of Pioneer Landscape Centers, Inc. ("Sponsor") & its parent, subsidiaries, affiliates, agents, representatives, retailers, distributors, advertising & promotion agencies (collectively, the "Released Parties") & their immediate families (parents, spouses, children or siblings & their respective spouses, regardless of where they reside) & household members, whether or not related.

Nominations will be accepted from individuals, age 18 or older, who are legal residents of, and physically reside in, the fifty (50) United States, the District of Columbia ("Nominators"); any Nominator from Canada (excluding Quebec where the Contest is void), must be at least age of majority in his/her province of primary residence.

Void in Quebec, and where prohibited. This Contest is subject to all applicable federal, state, provincial, and local laws.

Entry Period: The Giveaway begins at 8:00 a.m. ET on August 1, 2023 and ends at 11:59:59 p.m. ET on August 31, 2023 (the "Entry Period"). Entries received before or after the Entry Period are void.

How to Enter: Visit <https://www.greenbuildermedia.com/enter-to-win-three-enchanted-garden-delights> and follow the instructions to complete the online entry form.

Entry Requirements: Once you submit the entry form, you will receive one (1) entry into the Sweepstakes. There is a limit of one (1) entry per person. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void. Entering more than once will result in disqualification. The name of the "authorized account holder" associated with any given email address will be deemed to

be the submitter of any Entry and must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned an email address by an Internet access provider, an online service provider, or another organization that is responsible for assigning email addresses or the domain associated with the submitted email address.

Winner Selection and Notification: At the conclusion of the Entry Period, the Sponsor, or a third party designated by the Sponsor, will select one (1) Grand Prize Winner in a random drawing of all entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner within ten (10) days of the drawing. If a potential winner cannot be contacted within ten (10) days after the first attempt to contact him/her, is found to be ineligible, cannot or does not comply with these Official Rules, or if any prize or prize notification is returned as undeliverable, the Sponsor, or a third party designated by Sponsor, will select an alternate potential winner in his/her place at random from all remaining entries received. The potential winner must respond to the notification within five (5) days with all requested information to confirm eligibility and to arrange for delivery of prize. Potential winner may be required to execute and return an affidavit of eligibility, release of liability, and except where prohibited, publicity release within five (5) days of notification. Noncompliance with this time period may result in disqualification and award of prize to an alternate winner.

Prize: One (1) Prize is available: One BEE-autiful Garden Glow-Up (\$1,000 value)

- 3 yards planter soil (delivered to CO and AZ entrants only, residents of other states will have to pay shipping or forego this part of the prize): Pioneer Planter's Mix is comprised of 70% top soil and 30% Biocomp compost - a perfect pairing for all landscaping projects including garden beds, plus a great way to establish a yard (or new plants) after new construction!
- \$500 gift card to your local nursery for native plants (winner can select the nursery or we can work with you to find one near you)
- Bug Hotel + Bee Watering Bowls to make sure that your garden's arthropod visitors are hydrated and happy so that they pollinate plentifully!

All taxes and other expenses, costs or fees associated with the acceptance, installation and/or use of the prize are the responsibility of the winner. Prize cannot be transferred by winner or redeemed for cash. Each prize will be awarded “as is” with standard manufacturer warranties and guarantees.

General Conditions: By entering the Contest, each Nominator and Nominee (collectively “Participants”) agrees for him/her/itself and all heirs, executors, administrators (a) to release and hold harmless the Released Parties from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not from participation in the Contest and/or acceptance, possession, use or misuse of any prize or any portion thereto; (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest; (c) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself. Failure to comply with these conditions may result in disqualification from the Contest at Sponsor’s sole discretion. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

Additional Terms: Sponsor reserves the right to permanently disqualify from any promotion any person it believes has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by the Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulation) or other “force majeure” event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants’ or any other person’s computer relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind, for inaccurate transcription of entry information, for errors in any promotional or marketing materials in these Official Rules, for any human or electronic error, or for Entries that are stolen, misdirected, garbled, delayed, lost, late,

damaged or returned. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest, in whole or in part, if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper administration of the Contest as contemplated herein. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner from among the Entries received unaffected by the problem. Sponsor may prohibit any Participant or potential Participant from participating in the Contest, if such person or entity shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or Sponsor agent or representatives; or behaves in any other disruptive manner (as determined by the Sponsor in sole discretion). Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Contest.

DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN COLORADO. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL THE PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

SPONSOR: Pioneer Landscape Centers, Inc., 630 Plaza Drive, Highlands Ranch, Colorado 80129