

FINAL

Pivot Bio's Ultimate Ranch Truck Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.

1. **Eligibility:** The Pivot Bio's Ultimate Ranch Truck Sweepstakes (the "Promotion") is open only to eligible participants who meet all the following criteria:
 - a. You must be an individual who is (1) a commercial grower (farmer) who actively and materially participates in a commercial grain/cereal row crop farm operation of at least 250 acres, or (2) a commercial rancher with at least 100 head of cattle (i.e., an individual with rights and authority, through direct ownership or contract, to operate, control, and manage the farmland/ranch, employees of a commercial grower/rancher or those working other supporting roles who do not have a controlling interest in the farmland/ranch are not eligible);
 - b. You must be a legal resident of the 48 contiguous United States or the District of Columbia (the "Territory");
 - c. You must have reached the legal age of majority in your state of residence; and
 - d. You must be located in the Territory at the time of entry.

Pivot Bio ("Sponsor"), SweepstakesPros ("Promotion Administrator"), AKC Marketing and their respective parent companies, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees, representatives and agents (collectively, "Promotion Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws and is void outside the Territory and where prohibited by law. By participating in this Promotion, entrants agree to abide by and be bound by these Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion.

Prize will be awarded to the individual winner and not to the company or corporate structure of which the winner is employed or participates. By entering, you warrant and represent that neither your participation in this Promotion nor your acceptance of a prize, if awarded to you, violates any rules, policies, or guidelines of the company by which you are employed.

2. **Promotion Period:** The Promotion begins at 12:00 a.m. Central ("CT") on December 1, 2022 and ends at 11:59 p.m. CT on November 10, 2023 (the "Promotion Period").
3. **How to Enter:** During the Promotion Period, go to <https://pivotbio.com/ranch-truck> or <https://www.WinTheRanchTruck.com> or UltimateRanchTruck.com and click on the link to locate the official entry form. Follow the on-screen directions, complete all required fields and submit to enter (an "Online Entry") to receive one (1) entry in the Promotion. Entrants must complete all required information. LIMIT ONE (1) ONLINE ENTRY PER PERSON/EMAIL ADDRESS/PER DAY. To the maximum extent permitted by law, all entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator.
4. **Semi-Finalist Prize Drawing:** On or about November 15, 2023, in Saratoga, California, the Promotion Administrator will conduct a random drawing from among all eligible entries and select four (4) semi-

finalists who may be asked to provide additional information, including, but not limited to, providing a video of how he/she will use the Ultimate Ranch Truck on their farm or ranch. No information requested or provided will impact the semi-finalists' odds of winning or the random selection of the Grand Prize Winner as described below. If a semi-finalist does not meet or is able to verify the eligibility requirements within 7 days of notification, a new semi-finalist will be chosen.

5. **Grand Prize Drawing:** On or about December 11, 2023, the Sponsor will randomly select one (1) Finalist to be the Grand Prize winner. The process for random selection and the location of the Grand Prize Drawing shall be determined solely by the Sponsor. Further, the final date and location of the Grand Prize Drawing are subject to change at Sponsor's discretion.
6. **Prizes, Approximate Retail Value ("ARV") & Odds of Winning:** One (1) Grand Prize: A previously owned 2020 Custom Wrapped Ford F-550 pick-up truck, with custom features including but not limited to: Custom SMCO F550 Fiberglass Fenders, Custom Highway Products Flatbed, 125 gallon fuel tank, 6 integrated tool boxes, 5th wheel access, Fuel 20x8.5 Chrome Wheels, Nitto Ridge Grappler 38x13.50, Custom SMCO Ranch Bumper, Brand New Leather Seats, Hat rack, Gun Rack for the Back Window, Refreshment Bar, Impact Crate Collapsible Dog Beds, Custom Pivot Bio and SMCO logos etched in the side, and Fence Fixing Tools (ARV = \$74,000) and a one-way trip for the winner to pick up the prize in Fort Worth, Texas in January 2024. Trip includes one-way air transportation from the major airport nearest winner's residence to pick up location, and hotel accommodations for one night (ARV: up to \$2,000 USD). Total ARV of the Grand Prize is \$76,000. Actual value of trip portion of the Grand Prize will depend on airfare fluctuations and point of departure and arrival destination. Any difference between stated value and actual value will not be awarded. **Winner of vehicle must pick up vehicle from a location in Fort Worth, Texas, designated by Sponsor.**

Prize must be accepted as awarded. All characteristics and features of the prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion. No substitution, cash redemption, sale or transfer of prize is permitted, except at Sponsor's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize (or portion thereof) with an equivalent prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prize, are the sole responsibility of the applicable winner. Sponsor will determine all features of the prize including, but not limited to, color. Prize is awarded "as is" with no warranty or guarantee, either express or implied. Winner of prize agrees that Sponsor, and any of the Promotion Parties, have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including but not limited to its quality, mechanical condition or fitness. If required by law, winner of vehicle must be a licensed driver and will be required to provide proof of insurance at time of delivery; failure to do so may result in disqualification. Winner of vehicle is responsible for license, registration, and auto insurance. Winner of vehicle agrees that Sponsor, and any of the Promotion Parties, have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the vehicle, including but not limited to its quality, mechanical condition or fitness. Arrangements for delivery of prize will be made after winner validation. Odds of winning a prize depend on the number of eligible entries received. Prize will be awarded only to an address within the Territory provided the prize is claimed properly in accordance with these Official Rules. At the Sponsor's discretion, a prize that is not claimed properly in accordance with these Official Rules may not be awarded.

Winner must complete the trip by January 31, 2024 or prize may be forfeited, at Promotion Administrator's sole discretion. Trip must be booked at least twenty-one (21) days prior to departure. Trip is subject to space availability and blackout dates. All travel arrangements/accommodations at Sponsor's sole discretion. If, in the sole judgment of the Sponsor, air travel is not required due to winner's proximity to prize location, air travel will not be provided. All travel expenses not specifically listed, including but not limited to, transportation between winner's home and major closest airport (as determined by Sponsor), ground transportation, meals, incidentals, gratuities, airline fees, fuel,

surcharges (including NAV surcharges), airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are winner's responsibility and must be paid by winner with a credit card at the time of booking, where applicable. A potential winner may also be required to provide, upon request, sufficient information to ensure that he/she is not positive for COVID-19. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. No liability or responsibility is assumed by any of the Promotion Parties resulting from or related to inability or failure of winner to travel or to participate in prize events due to illness, any quarantine requirements or other events beyond Sponsor's control.

7. **Entrant Verification:** Entrant is the specifically named individual on official entry form. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name the entry was made. The Promotion Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator – including, without limitation, government issued photo identification or documentation demonstrating ownership and/or active and material participation and control in (1) a commercial grain/cereal row crop farm operation of at least 250 acres, or (2) a ranch with at least 100 head of cattle) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline specified by the Promotion Administrator may result in disqualification by the Promotion Administrator, in its sole discretion.
8. **Disqualification:** Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into the Promotion's prize drawing. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the entries and the responsible entrant(s). Promotion Administrator reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.
9. **Notification & Validation of Winners:** Potential winners will each be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, tax forms, and where lawful, a publicity release within a stated amount of time. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Promotion Administrator, in its sole and absolute discretion, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner in a random drawing from among the remaining eligible entries.
10. **Limitations:** To the fullest extent permitted by applicable law, Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor or Promotion Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification

of prize winners; (ix) any human, or other error, which may occur in the promotion or administration of this Promotion; or (x) cheating or fraud by any participant.

11. **Modification, Suspension and Termination:** If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, legal mandate, social media mandate, pandemic, epidemic or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/or, modify, suspend and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator may select the winners in a random drawing from among all applicable eligible, non-suspect entries received as of the time/date of termination. Thereafter, Sponsor reserves the right to accept no further entries and award no further prizes. Sponsor, at its discretion, also reserves the right to modify this Promotion for marketing, promoting, or other minor purposes that do not jeopardize the eligibility requirements, timing, fairness, integrity, or technical requirements of the Promotion, including, but not limited to, by adding additional sponsors or promotional partners.
12. **Releases:** By participating in this Promotion, entrants agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, that all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Promotion Parties and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the acceptance, possession, use or misuse of any prize received in this Promotion or the use of any photo, video or entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, 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 APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.
13. **Publicity:** Except where prohibited, participation in the Promotion constitutes each entrant's permission for the Sponsor and its agencies to use entrants' names, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
14. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <https://www.pivotbio.com/privacy-policy>. By entering this Promotion, each entrant agrees that the Sponsor, its agents and/or representatives (including the Promotion Administrator) may store, share and use the personal information he/she submitted with his/her entry for the purpose of administering the Promotion and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law.
15. **Choice of Law, Jurisdiction and Notice:** 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. By entering, entrants irrevocably consent to the exclusive jurisdiction of the federal and state courts located within the county of Santa Clara, California for any action, suit or proceeding arising out of or relating to this Promotion. These Official Rules are protected by U.S. and International copyright laws. Reproduction and distribution of these Official Rules without written permission from the Promotion Administrator is prohibited. Copr. 2023 Promotion Administrator.

16. **Severability & Conflicts:** 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 shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Promotion Administrator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
17. **Winners' List:** To view the winners' list for this Promotion, please visit <https://certified.promotrust.com/PivotBio/TruckGiveaway/winners>. The winners' list will be available after winner validation has been completed.
18. **Third Party Rights:** All trademarks used herein are the property of their respective owners. Manufacturers of the prizes offered in this Promotion do not sponsor or endorse this Promotion and are not affiliated with the Sponsor or Promotion Administrator in any way. No truck company or any other car company are a sponsor of this promotion.
19. **Sponsor:** Pivot Bio, Berkeley, CA.
20. **Promotion Administrator:** The Promotion is administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070.

