

## **Senneca Holdings Facebook Selfie Contest Rules and Regulations**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Sweepstakes is open only to those who participate and who are eighteen of age or older as of the date of entry. The Sweepstakes is only open to legal residents of United States and is void where prohibited by law. Employees of Senneca Holdings and immediate family members and/or those living in the same household of Employees are not eligible to participate in the sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Senneca Holdings as final and binding as it relates to the content of this sweepstakes.
3. **Sweepstakes Period:** Entries will be accepted online starting on Wednesday, September 28, 2022 at 8:00 AM EST and ending October 12, 2022 at 9:00 PM EST.
4. **How to Enter:** The Sweepstakes must be entered by submitting a photo. The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Senneca Holdings. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Senneca Holdings.
5. **Prizes:** The Winner of the prize will receive an Apple iPad. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Senneca Holdings. No cash or other prize substitution shall be permitted except at Senneca Holding's discretion. The prize is nontransferable. Acceptance of prize constitutes permission for Senneca Holdings to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.
6. **Odds:** The odds of winning depend on the number of eligible photos received.
7. **Winner Selection and Notification:** Winner will be selected by a random drawing under the supervision of Senneca Holdings. Winner will be notified within five (5) days following selection of Winner. Senneca Holdings shall have no liability for Winner's failure to receive notices due to spam, junk email, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 14 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SENNECA HOLDINGS' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
8. **Rights Granted by You:** By entering this content (e.g., photo, text, etc.), You understand and agree that Senneca Holdings or anyone acting on behalf of Senneca Holdings and Senneca Holdings' licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Senneca Holdings from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Senneca Holdings may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
9. **Terms & Conditions:** Senneca Holdings reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Senneca Holdings' control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such

case, Senneca Holdings may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by [your company name]. [Your company name] reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. Senneca Holdings has the right, in its sole discretion, to maintain the integrity of the sweepstakes, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, Senneca Holdings reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Senneca Holdings and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the sweepstakes; (v) electronic or human error in the administration of the processing of entries.

11. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE U.S. AND OHIO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ohio having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Facebook: The sweepstakes hosted by Facebook is in no way sponsored, endorsed, administered by, or associated with Facebook.