

C.E. John Company, Inc. (“we,” “us” or “our”) may, from time to time offer promotions (“Promotions”) either via our website, or through our various social media channels (i.e., Facebook, Twitter, etc.) (“Social Media”). The following rules (the “Rules”) apply to your participation in these Promotions:

**1. Overview:** We may offer multiple individual Promotions, each with a distinct start and end date, and prize. These Rules apply to all of our Promotions. The applicable Promotion period, prize, and other details specific to each Promotion will be made available in the individual announcement for the Promotion (the “Announcement”). Announcements will be made via our website or via Social Media. By entering a Promotion, you acknowledge that you have reviewed and accept and agree to these Rules.

**2. Eligibility:** Promotions are open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least 18 years old at the time of entry. Our employees and the employees of our parent and affiliate companies, as well as their immediate family (i.e., spouse, parents, siblings and children) and household members, are not eligible. Promotions are subject to all applicable federal, state and local laws and regulations and are void where prohibited. Your participation constitutes your full and unconditional agreement to these Rules.

**3. Who We Are:** We are C.E. John Company, Inc., having an address at 1701 SE Columbia River Dr., Vancouver, WA 98661. Unless otherwise expressly stated, our Promotions are in no way sponsored, endorsed or administered by, or associated with any third party.

**4. Timing:** Each individual Promotion begins on the date and time listed in the Promotion’s Announcement, and ends on the date and time listed in such Announcement (the “Promotion Period”). Our time keeping devices (i.e., our computers, smart phones, etc.) are the official time-keeping devices for our Promotions.

**5. How to Enter:**

**a.** During any individual Promotion Period, you may enter the Promotion by following the instructions in the Promotion’s Announcement. Only one entry per person (including per email address) per Promotion is permitted. Entries that are incomplete or that do not adhere to these Rules may be disqualified in our sole discretion. If you use fraudulent methods or otherwise attempt to circumvent these Rules, your entry may be removed from eligibility in our sole discretion.

**b.** During any individual Promotion Period, you may also enter the Promotion by hand printing your name, address, email address, age, and the title of the particular Promotion you wish to enter (as identified on the Promotion’s Announcement) on a 3" x 5" index card and mailing it in an envelope with proper postage to C.E. John Company, Inc., 1701 SE Columbia River Dr., Vancouver, WA 98661. For each mail-in request you will be entered once into the random drawing for the individual Promotion indicated on your entry card. All entries become our exclusive property, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of our receipt. All mail-in entries must be received by us prior to the expiration of the Promotion Period.

**6. Selection of Winners:** We will randomly select the potential Promotion winner from all eligible entries on or around the time and date listed in the Announcement.

**7. Verification and Notification of Potential Winners:** Receiving a prize is contingent upon compliance with these Rules and our verification of your eligibility and identity. Verification decisions are final and binding in all matters related to our Promotions. The potential winner(s) will be notified by mail, email or phone. If a potential winner of any prize cannot be contacted within five (5) days of our sending a notification, or a prize is returned as undeliverable, the potential winner forfeits that prize. In the event that a potential winner of a prize is disqualified for any reason, we will award the applicable prize to an

alternate winner by random drawing from among all remaining eligible entries. Prizes will be fulfilled approximately ten (10) business days after the conclusion of each Promotion.

Potential winners may be required to complete an affidavit of eligibility/liability and publicity release (except where prohibited by law) which must be promptly returned. Failure to sign and promptly return the affidavit or release, or to comply with any term or condition of these Rules, may result in a potential winner's disqualification, and the forfeiture of the winner's interest in the prize. Prizes not claimed by eligible winners in accordance with these Rules within two (2) months of our receipt of the necessary releases and consents will not be awarded and will remain our property.

**8. Prizes:** Prizes will be identified in the Announcement for the Promotion, along with the prize's approximate retail value. Prizes range in value from \$1.00 to \$1,500.00. All prizes are non-transferable, and no substitution will be made except as provided herein at our sole discretion. We reserve the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are solely responsible for any and all Prize-related expenses or fees, including without limitation, all federal, state, and local taxes. Odds of winning depend on how many eligible entries are received.

**9. Release:** By participating in a Promotion, you release and hold harmless us and each of our subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and parent companies, and the officers, directors, employees and agents of any of the foregoing (collectively, the "Released Parties"), for, from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property or technology, arising out of your participation in a Promotion, including the receipt, use, or misuse of any prize.

**10. Publicity:** Except where prohibited, acceptance of any prize constitutes the winner's consent to our and our agents' use and publication of the winner's name, likeness, biographical information, photograph, voice, opinions and hometown and state in any media for any commercial or promotional purpose, including without limitation for advertisements, promotional materials, publications, websites, and/or any other media, now or hereafter known, in perpetuity without further consideration or review by the winner.

**11. Limitations of Liability:** The Released Parties 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 a Promotion; (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 entry process or a Promotion; (4) technical or human error which may occur in the administration of a Promotion or the processing of entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's participation in a Promotion or receipt or use or misuse of any prize; or (6) any lost, late, delayed, destroyed or misdirected entries to a Promotion, whether caused by any Released Party, any entrant, or any technical or other error. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Promotion entry, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Rules to be available and/or claimed, we reserve the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (REGARDLESS OF WHETHER ANY RELEASED PARTY HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN A PROMOTION OR RECEIPT OF A PRIZE. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with a Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state or local courts located in Clark County, Washington; and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

**13. General Conditions:** We reserve the right to cancel, suspend and/or modify a Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity, proper functioning, or feasibility of the Promotion, as determined by us in our sole discretion. In such event, we reserve the right to award the prizes at random from among the eligible entries received up to the time of the impairment or to cancel the Promotion without awarding any prizes, as determined in our sole discretion. We reserve the right, in our sole discretion, to disqualify any individual we find to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Rules or in an unsportsmanlike or disruptive manner. Our failure to enforce any term of these Rules shall not constitute a waiver of that provision. For a winner list, please send a self-addressed, stamped envelope to C.E. John Company, Inc., 1701 SE Columbia River Dr., Vancouver, WA 98661.