

2024 #WhoPowersYou Contest - Official Rules

Important: Please read these rules before entering this contest (the "Contest").

By participating in this Contest, either by submitting an entry or accepting a prize, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

Contest Introduction

We're launching a contest to honor inspirational citizens who live or work within the service territory of East River Electric Power Cooperative members systems who are making a difference in their community. This is an opportunity for people in eastern South Dakota and western Minnesota to nominate someone who has made a positive impact in their community. In addition to being regionally recognized, the person you nominate could win a \$3000 1st place prize, a \$1500 second place prize or a \$500 third place prize.

Contest Sponsor

The Sponsor of this Contest is East River Electric Power Cooperative, 211 S Harth Ave, Madison, SD 57042. The Contest's prizes will be solely managed and awarded by East River Electric Power Cooperative. The Contest is in no way sponsored, endorsed, or administered by, or associated with, Touchstone Energy Cooperative, Inc. or the National Rural Electric Cooperative Association (NRECA).

Contest Period

The Contest consists of an Entry Period followed by finalist and winner selections by a panel of judges selected by East River Electric Power Cooperative. The Entry Period begins on February 01, 2024 and ends on April 7, 2024. Winners will then be selected by the panel of judges and announced on or about May 30, 2024.

How to Enter

You can enter the Contest through whopowersyoucontest.com. To enter during the Entry Period, submit an entry that complies with these Official Rules ("Entry") to the Contest website.

Your entry should creatively showcase how your nominee positively impacted your community.

All Entries will be reviewed by Sponsor for compliance with these Official Rules.

Visit whopowersyoucontest.com and follow Contest instructions to submit an official Entry.

Entrant/Nominator and Winner Eligibility

To submit an Entry, you must be the legal age of majority where you reside, and a U.S. citizen or permanent legal resident. Any individual you nominate (Nominee) in your Entry must also be the legal age of majority in his/her place of residence, a member of a full requirements distribution cooperative member of East River Electric Power Cooperative or individual who makes an impact within an East River Electric Member Cooperative regional territory, and a U.S. citizen or permanent legal resident. By nominating an individual and featuring him/her in your Entry, you (1) represent and warrant that you have the individual's permission to feature the individual and his/her name, image, and/or likeness in your Entry, and (2) the individual has granted permission for your Entry to be publicly posted in any form, manner or media and for East River Electric Power Cooperative and its member distribution cooperatives to use your Entry and the individual's name, image, or likeness for any commercial or non-commercial purposes. If any individual objects to these terms, or their appearance therein, the Entry will be disqualified.

Single Submission per Person and Email Address

Limit one Entry (Nomination) per person and email address during the Entry Period. You may not create multiple accounts using multiple identities to gain more than the Entry limit. Entries received from the same person or email address in excess of the stated limit will be void, and only the first Entry received will be considered.

Entry Criteria:

Your Entry must depict how your nominee has made a positive impact in your community.

In addition, your Entry must meet the following criteria:

- Must be in keeping with East River Electric Power Cooperative's image and reputation, and cannot contain any offensive, defamatory, obscene, lewd, discriminatory, unlawful, or inappropriate content, as determined by Sponsor in its sole discretion.
- May only contain content for which you have, or have the power to grant, all required consents and approvals.
- May only contain or depict the name, image, likeness, and personally identifiable information (PII) of individuals who expressly consented; provided, however, that in no event may any Entry contain sensitive information, like health information. If requested by East River Electric Power Cooperative, Entrants must be able to

provide proof of consents received and shall timely deliver such consent to East River Electric Power Cooperative as requested.

- **Cannot feature any individuals who are minors, without the express written consent of the minor's legal guardians, which must be provided to East River Electric Power Cooperative consistent with the above.**
- Cannot include any third party trademarks (logos, names), copyrighted materials (music, images, videos), or any other type of protected intellectual property that you do not own or have the right to use for purposes of an Entry in this Contest, and for East River Electric's future use.

By submitting an Entry you agree to these Official Rules and confirm your Entry conforms to the Entry requirements. We will, at our sole discretion, disqualify any Entry received in excess of the Entry limit and any Entries not meeting the Entry criteria.

By submitting an Entry, you grant Sponsor and its representatives, agents, and assignees a perpetual, irrevocable, royalty-free right and license to use your Entry in any media whatsoever now known or later invented for any non-commercial or commercial purpose, without further permission from or compensation to you. You further agree to have your name, image, likeness or state of residence displayed online and in print or in any other media, and used by us for any purpose, at any time, without any fee or other form of compensation. We reserve the right to disqualify an Entry, without notice, and for any reason.

Winner Determination and Prizes:

Following the close of the Entry Period a panel of judges selected by East River Electric Power Cooperative will review all eligible Entries and select 20 finalists based on the following judging criteria, each to be weighted equally: (1) creativity and originality; and (2) the nominee's positive impact on your community. The 3 Entries with the highest score will be deemed potential winners. Three winners from the 20 finalists will then be selected based on the same judging criteria as above.

In the event of a tie, an additional tie-breaking judge will determine the potential winner(s) based on the judging criteria. Sponsor reserves the right to select fewer than three winners in the event that Sponsor does not receive a sufficient number of eligible Entries. The decisions of the judges are final and binding.

Contest Prizes and Collection

Prizes will be awarded to the **Nominees** who are profiled in winning Entries Contest submissions, **not the Entrant/Nominator** who submitted Entries.

Prizes for **Nominees** are as follows:

1st place: \$3,000

2nd place: \$1,500

3rd place: \$500

Total value of all prizes = \$5,000

Sponsor will work with winning Entrants/Nominators (Contest Winners) and their nominees (Prize Winners) to manage prize delivery. Contest Winners will be notified via email within fourteen (14) days following the end of the judging period. During this time, Contest Winners are required to provide current and active contact information for their Prize Winners. Sponsor will then contact potential Prize Winners using the contact information provided by the Contest Winners who nominated them. Contest Winners and Prize Winners may be required to complete and sign an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents or tax forms required by Sponsor, which must be returned within ten (10) days of date appearing on notification. If any notification or prize is returned as undeliverable, if Sponsor is unable to contact Contest Winner or Prize Winner within a reasonable time period, or if no response is received within the specified prize claim deadline, Sponsor may award the prize to the next highest scoring Entry or chose not to award the prize at all.

Prize Winners may not substitute, assign, or transfer any prize, but Sponsor reserves the right, in its sole discretion, to substitute any prize with one of comparable or greater value. If you are unable or unwilling to accept your prize, Sponsor will award it to an alternate potential Prize Winner or chose not to award the prize at all. **If you accept a prize, you will be solely responsible for all applicable taxes related to accepting the prize.**

Odds of Winning

The odds of winning each prize depend on number of eligible Entries received.

Other Conditions:

By entering this Contest or accepting any prize, you agree: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge, indemnify and hold harmless Sponsor, and all of their respective affiliates, subsidiaries, advertising and promotion agencies, law firms, and service providers, and the respective officers, directors, shareholders, members, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from your participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any prize; and (c) to the use of your name, Entry, photograph, image or likeness for any commercial or non-commercial purposes including, without limitation, programming, advertising, and publicity, in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents and without prior notice,

approval or inspection. You agree to execute specific consent to such use if asked to do so.

Released Parties are not responsible for lost, late, incomplete, illegible, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prizes, the incorrect uploading of an Entry in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website.

Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, or in the event the Contest is unable to run as planned for any other reason, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Entries received prior to action taken using the judging criteria outlined above. Should multiple users of the same e-mail account enter the Contest and a dispute arises regarding the identity of the entrant, the authorized account subscriber of said e-mail account at the time of Entry will be considered the entrant and must comply with these Official Rules. "Authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization, which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Forum Selection:

The Official Rules shall be governed by the laws of the State of South Dakota. Any legal action arising out of and/or related to this Contest shall be commenced and heard exclusively in the courts of Lake County, South Dakota.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.