## Rainplan Rain Barrel Sweepstakes

## Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

#### 1. SPONSOR

The Rainplan Rain Barrel Sweepstakes ("Sweepstakes") is sponsored by Rainplan LLC ("Sponsor"), located at 909 Rose Ave, Suite 400, North Bethesda, MD 20852.

#### 2. ELIGIBILITY

The Rainplan Rain Barrel Sweepstakes ("Sweepstakes") is open only to legal residents of the United States, who are 18 years or older at the time of entry, except legal residents of Rhode Island. Employees, officers, and directors of Rainplan LLC ("Sponsor"), its affiliates, subsidiaries, advertising and promotion agencies, and immediate family members (e.g. spouses, siblings, and children) or persons residing in the same household of such individuals are not eligible to participate. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

### 3. SWEEPSTAKES PERIOD

The Sweepstakes begins on **March 6, 2025** at **12:01 AM EST** and ends on **March 31, 2025** at **11:59 PM EST** ("Sweepstakes Period"). Entries submitted outside of the Sweepstakes Period will not be considered. Contest end date may be extended at the sole discretion of Sponsor.

#### 4. HOW TO ENTER

Participants may enter the Sweepstakes through one of the following methods:

 Online Entry: Participants can enter by signing up for an account as a property owner at: <a href="https://myrainplan.com/contest">https://myrainplan.com/contest</a>

- Entry Limitation: Limit one (1) entry per person during the Sweepstakes Period.

  Multiple entries from the same person will be disqualified. Automated entries, including those generated by script, macro, or other automated means, are void.
- Alternative Method of Entry (AMOE): Limit one AMOE entry per person. Participants
  may enter without signing up online by mailing a handwritten 3"x5" index card
  containing the following information:
  - Full name
  - Mailing address
  - o Phone number
  - Email address
  - A brief (one sentence) explanation of why they want to participate

**Mail To:** 909 Rose Ave, Suite 400, North Bethesda, MD 20852. Mailed entries must be **postmarked and received by** above sweepstakes end date to be considered eligible. Illegible, incomplete, or mechanically reproduced entries will not be accepted.

# 5. MINIMUM ENTRY REQUIREMENT & WINNER SELECTION

A random drawing will be conducted by the Sponsor from all eligible entries received. An initial drawing will take place on or about **April 4, 2025**, provided that the total number of eligible entries received reaches at least **500 entries**. Random draw dates are subject to change as entry milestones are met.

If the minimum entry threshold of **500 entries** is not met by the Sweepstakes end date, the Sponsor reserves the right, in its sole discretion, to:

- 1. Extend the Sweepstakes Period to allow for additional entries, OR
- Cancel the Sweepstakes and issue a public notice on https://myrainplan.com/contest

If the Sweepstakes is canceled, no prizes will be awarded.

Winners will be notified **via email**. If a phone number is provided, the Sponsor **may** attempt to contact the winner via phone. If a winner does not respond within **72 hours** after the initial notification, an alternate winner may be selected.

#### 6. PRIZES

Winners will receive the following prizes:

• 5 winners will each receive a rain barrel designed for rainwater collection. The specific model and features may vary and the final model selection is at the ultimate

discretion of the Sponsor. The approximate retail value (ARV) of each rain barrel is (up to) \$575.00 (USD).

- Rain barrels will be awarded at the following entry milestones:
  - 500 entries
  - 1,250 entries
  - 2,250 entries
  - 3,250 entries
  - 4,250 entries

Prizes are non-transferable, non-exchangeable, and may not be redeemed for cash. Sponsor reserves the right to substitute any prize with another of equal or greater value if the advertised prize becomes unavailable.

#### 7. GENERAL TERMS & LIABILITY RELEASE

By participating in the Sweepstakes, entrants agree to:

- Comply with these Official Rules and the decisions of the Sponsor, which are final and binding.
- Release and hold harmless Rainplan LLC, its affiliates, officers, directors, employees, and agents from any claims, damages, or liabilities arising from or related to participation in the Sweepstakes or acceptance/use of any prize.
- Allow the Sponsor to use their name, likeness, and submitted content for promotional purposes without further compensation, except where prohibited by law.

The Sponsor is not responsible for lost, late, incomplete, misdirected, or technical errors that may prevent participation. If the Sweepstakes is compromised by fraud, technical failures, or any other factor beyond Sponsor's control, the Sponsor reserves the right to cancel, modify, or suspend the Sweepstakes.

#### 8. PRIVACY POLICY

Participant information will be used in accordance with Rainplan LLC's [Privacy Policy]. Personal information will not be sold or shared with third parties, except as necessary for Sweepstakes administration.

#### 9. SOCIAL MEDIA DISCLAIMER

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with **Facebook, Instagram, X (Formerly Twitter), LinkedIn, or any other social media platform**. By entering, participants release these platforms from any responsibility related to the Sweepstakes.

#### 10. DISPUTES & ARBITRATION

By entering, participants agree that any disputes, claims, or causes of action arising out of or related to the Sweepstakes shall be resolved through **binding arbitration** administered by a neutral arbitrator under the rules of the American Arbitration Association (AAA) or another mutually agreed-upon arbitration provider. The arbitration shall be conducted in English and in accordance with the Federal Arbitration Act. Each party shall bear their own costs in arbitration, except as otherwise required by law. Participants **waive the right to a jury trial or to participate in a class-action lawsuit**. If any provision of this arbitration agreement is found unenforceable, the remaining provisions shall still apply.

#### 11. INDEMNIFICATION

Participants and Sponsor ("Party", collectively "Parties") shall indemnify, defend, and hold harmless the other party ("Indemnified Party") from any claims, liabilities, losses, or expenses (including reasonable attorneys' fees) arising from:

- A breach of this Agreement;
- Negligence, willful misconduct, or legal violations by the Indemnifying Party;
- Third-party claims related to the Indemnifying Party's obligations, except where caused by the Indemnified Party's gross negligence or misconduct.

The Indemnified Party shall notify the Indemnifying Party of any claim and cooperate in its defense. The Indemnifying Party shall control the defense and settlement, subject to the Indemnified Party's reasonable consent.

## 12. COMPLIANCE WITH STATE LAWS

The Sweepstakes complies with applicable laws in all 50 states. Participants acknowledge:

- No Purchase Necessary: Entry is free and does not require a purchase.
- Registration & Bonding: If total prize value exceeds \$5,000, the Sweepstakes will be registered and bonded as required in New York, Texas, and Florida; and Rhode Island if total prize value exceeds \$500.
- State-Specific Requirements may include, but are not limited to: The Sweepstakes will comply with all applicable regulations, including but not limited to:
  - Legal residents of **Rhode Island** are not eligible to participate in the Sweepstakes
  - Prohibited purchase requirements in Colorado, Maryland, Nebraska, and North Dakota.
  - **California:** Entrants must be notified of their eligibility to win within a reasonable timeframe.
  - Tennessee: Sweepstakes must comply with state consumer protection laws.

- o Alcohol-related prize restrictions in California and Indiana.
- **Tax Compliance:** Winners are responsible for applicable taxes, and the Sponsor may issue IRS Form 1099 for prizes valued over \$600.

#### 13. WINNERS LIST

To request a list of winners, send a self-addressed stamped envelope to Rainplan Sweepstakes – Winners List, 909 Rose Ave, Suite 400, North Bethesda, MD 20852 within 30 days after the Sweepstakes's end.

## 14. SPONSOR CONTACT

For any questions regarding the Sweepstakes, please contact hello@rainplan.com.