

**ROCKY SHOALS SPIDER LILY PHOTO CONTEST**  
**OFFICIAL CONTEST RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **Contest**: Rocky Shoals Spider Lily Photo Contest (this “Contest”).
2. **Contest Period**: This Contest begins at 12:00 a.m. (Eastern Time) on May 11, 2023, and ends at 11:59 p.m. (Eastern Time) on June 30, 2023 (the “Contest Period”).
3. **Rules**: These Official Contest Rules, together with the **General Rules** for all sweepstakes and contests sponsored by New-Indy Catawba LLC, comprise the entire set of Official Rules governing the Contest.
4. **Eligibility**: Contest open only to individual legal residents of the United States who have attained the age of majority in their jurisdiction of residence as of the date of entry into the Contest. Employees of Sponsor and its affiliates, officers, directors, employees, agents, advertising, public relations and promotion agencies, the judges, and members of each of their immediate families (i.e. spouses, parents, children and siblings, and their respective spouses) and those living in the same household of each are not eligible to enter.
5. **How to Enter**: There are two (2) methods of entry for the Contest:

**Method 1: Email.** To enter via this method, you must email the photo that you took of the rocky shoals spider lilies to [catawbainfo@new-indy.com](mailto:catawbainfo@new-indy.com) during the Contest period.

**Method 2: Twitter.** In order to enter via this method, you must be a registered user on Twitter. During the Contest Period, you must post a photo that you took of the rocky shoals spider lilies to your Twitter account and tag @NewIndyCatawba in the Twitter post.

No illegible, incomplete, forged, or altered entries will be accepted. Limit: One (1) entry per person. Entries will not be acknowledged or returned.

6. **Prizes and Odds**: Odds of winning depend on the number of eligible entries received.

<i>Prize</i>	<i>No. of Winners of Each Prize</i>	<i>Prize Description</i>	<i>Approximate Retail Value (Per Prize)</i>
1	1	\$100 Visa gift card	\$100
<b><i>Total Approximate Retail Value of All Prizes</i></b>			<b>\$100</b>

7. **Selection of Winner**: One (1) Potential Winner will be selected from all eligible entries received during the Contest Period, based upon the following criteria: Judges will determine the winner. Potential Winner will be selected by judges within approximately

three (3) business days following the close of the Contest Period. Judges' decisions are final on all matters relating to this Contest. Potential Winner(s) will be contacted via email or Twitter direct message within seven (7) days from selection. If potential winner(s) cannot be contacted, alternate winner(s) will be selected by Sponsor at random, time permitting.

8. Winner List: To obtain a list of prize winners, send a self-addressed, stamped envelope to the Sponsor at the address listed below. Requests must be received within two (2) weeks of the close of the Contest Period and must include the name of the Contest.
9. Questions: If you have any questions regarding this Contest, send an email to [catawbainfo@new-indy.com](mailto:catawbainfo@new-indy.com). with the phrase "Contest Question - Rocky Shoals Spider Lily Photo Contest" written in the subject line of the email.
10. Sponsor: New-Indy Catawba LLC, 5300 Cureton Ferry Rd, Catawba, SC 29704.

#### Abbreviated Rules

Rocky Shoals Spider Lily Photo Contest

**NO PURCHASE NECESSARY TO ENTER OR WIN.** Void where prohibited or restricted by law. Must be legal resident of the United States and age of majority in jurisdiction of residence to enter. This Contest begins at 12:00 a.m. (Eastern Time) on May 11, 2023, and ends at 11:59 p.m. (Eastern Time) on June 30, 2023. For official rules, visit [www.newindycatawba.com/RSSLcontest](http://www.newindycatawba.com/RSSLcontest).

## GENERAL RULES

1. No Purchase Necessary: **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**
2. Conflict Between Rules: These General Rules shall apply to all sweepstakes and contests (each, a “Promotion”) sponsored by New-Indy Catawba LLC, unless modified or superseded by the rules written for a specific Promotion (the “Official Promotion Rules”). In the event that any provision of the Official Promotion Rules conflicts with any provision of the General Rules provided herein, the terms of the Official Promotion Rules shall prevail with respect to such matter. The Sponsor (as defined in the Official Promotion Rules) reserves the right in its sole discretion to interpret the rules of any Promotion, and such interpretation shall be binding upon all entrants. The Official Promotion Rules and the General Rules may be referred to collectively as the “Official Rules” for a Promotion.
3. Entries: Limit of one (1) entry per person per Promotion. No illegible, incomplete, forged or altered entries will be accepted. Entries will not be acknowledged or returned. Any person who attempts to participate with multiple e-mail and/or street addresses, under multiple identities or uses any device or artifice to submit multiple entries in violation of the entry limitation will be disqualified. In case of dispute, an on-line entry will be deemed made by the authorized account holder of the e-mail address used to submit entry or otherwise associated with the online or social media account used to submit the entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Proof of submission of an entry does not constitute proof of receipt.
4. Photo, Video, and other Submissions Guidelines: If the Promotion requires or allows entrant to submit a photo, video, essay, or other submission (each a “Submission”): entrant represents and warrants that (i) the Submission is his or her original work, and (ii) that such Submission does not infringe upon any third party's proprietary or other rights. Upon entry, entrant unconditionally assigns and transfers to Sponsor any and all rights which entrant now has or may in the future have to such Submission, including without limitation, the copyright therein, in any medium whatsoever. Sponsor will have the unrestricted right to use, publish, reproduce, display or otherwise distribute the Submission however Sponsor deems fit without further approval of, or payment to, the entrant. Submissions shall **NOT**:
  - a. Include trademarks, logos, or copyrighted material not owned by entrant or used without permission (such as company names, music, photographs, works of art or images published on or in websites, television, movies or other media), other than the trademarks and logos of the Sponsor or Sponsor’s affiliates;
  - b. Reveal any personal information about an individual, including such person’s name, address, phone number, or email address, or any other information that may be used to track, contact, or impersonate that individual;
  - c. Contain profanity, pornographic, or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind, or any other offensive, indecent, obscene or inappropriate content;
  - d. Defame, misrepresent or contain disparaging remarks about other people or companies; or
  - e. Contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living or dead, without permission.

Submissions that do not comply with these Official Rules will be disqualified from the Promotion. Sponsor reserves the right to remove any Submissions that violate these Official Rules, as determined in the Sponsor's sole discretion.

5. Selection of Winners: Winners of a sweepstakes will be determined from all eligible entries received in a random drawing held as soon as practicable after the close of the sweepstakes period, and usually within approximately three (3) business days. Judges' decisions are final on all matters relating to the sweepstakes. Winners will be notified by telephone, email, or via social media, at Sponsor's sole discretion. In the event that a Promotion has multiple prize periods, then (a) entrants may enter during more than one prize period only if permitted pursuant to the Official Promotion Rules, (b) winners during one prize period will not be eligible to win prizes in subsequent prize periods and (c) non-winning entries will NOT be carried forward to subsequent prize period drawings unless specified in the Official Promotion Rules. Winners of a contest will be selected according to the Official Promotion Rules.
6. Prizes and Odds: Odds of winning depend upon the number of eligible entries received for each Promotion. The prizes will be awarded (assuming eligible entries are received). Sponsor reserves the right to substitute prizes of equal or greater value in the event any advertised prize becomes unavailable for any reason. In the event that the approximate retail value of a prize as advertised in the Official Rules exceeds the actual retail value at the time the prize is awarded, winner shall not receive any difference in value. Unless specifically stated in the prize description, winner is responsible for all costs and fees associated with a prize, including but not limited to transportation, accommodations and meals.
7. Taxes and Fees. All applicable state and federal taxes or fees relating to prizes, if any, are the sole responsibility of prize winners. A prize is considered ordinary income by the IRS.
8. Prize Information. No substitution or transfer of prizes is permitted. Sponsor is responsible only for prize delivery; not responsible for prize utility, quality or otherwise.
9. Eligibility: Except as specifically provided in the Official Promotion Rules, Promotions are only open to individual legal residents of the United States who have attained the age of majority in their jurisdiction as of the date of entry into the Promotion. Employees of the New-Indy Companies, their respective affiliates, officers, directors, employees, agents, advertising, public relations and promotion agencies, the judges, and members of each of their immediate families (i.e., spouses, parents, children and siblings, and their respective spouses) and those living in the same household of each are not eligible to enter.
10. Verification of Winners and Delivery of Prizes; Use of Winner Information: Each Winner may be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release. Prize may be awarded to an alternate winner if affidavit/release(s) is not returned within three (3) days of the date of first attempted notification, or sooner as required by Sponsor depending on the nature of the prize (e.g. tickets to an event). Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner, time permitting. Return of any prize or prize notification as undeliverable may result in forfeiture of the prize and selection of an alternate winner. Acceptance of the prize constitutes permission for Sponsor and its designees to use winner's name, address, likeness, and/or prize information for advertising and promotional purposes in any medium without additional compensation.
11. Social Media. If a method of entry for the Promotion is via a social media platform (e.g. Facebook, Twitter, Instagram, Snapchat): (a) the Promotion is not sponsored, endorsed or administered by, or

associated with, such social media platform(s), and (b) such social media platform(s) shall be considered Released Parties for purposes of Section 14 of these General Rules. When entering the Promotion, entrants are providing their information to Sponsor and not to the social media platform(s).

12. Choice of Law and Disputes. This Promotion is void where prohibited or restricted by law, and is subject to all applicable federal, state and local laws and regulations. This Promotion will be governed by the internal laws of the Commonwealth of Massachusetts without regard to principles of conflicts of laws. Except where prohibited by law, each entrant agrees that: (i) any and all disputes, claims and 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, and exclusively by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association; the place of arbitration shall be Boston, Massachusetts, (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees, (iii) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"), and (iv) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
  
13. Miscellaneous: Sponsor and judges are not responsible for late, lost, stolen, damaged, garbled, incomplete, misaddressed, postage due, or misdirected entries, mail or communications, for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Further, Sponsor and judges are not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. The use of automated software or computer programs to enroll or to enter the Promotion is prohibited and any individual who uses or attempts to use such methods to enroll or to enter will be disqualified. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Promotion, and reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Promotion should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. In the event of any such cancellation, termination or suspension, a notice will be posted and a random drawing will be held from among all eligible, non-suspect entries received which are not affected by the problem. Sponsor reserves the right, at its sole discretion, to disqualify any entrant (and all of his or her Promotion entries) from this Promotion or any other promotion conducted now or in the future by Sponsor or any of its affiliates if he or she tampers with the entry process or if his or her fraud, misconduct, or other action that affects the integrity of the Promotion. For contests that involve voting open to the general public, the use of "vote-swapping" or "vote trading" websites (including but not limited to Facebook pages) shall constitute an action that affects the integrity of the contest, and any entrant or voter that utilizes such a website is subject to disqualification. Without limiting the foregoing, use of script, macro or any device to automate voting, hiring outsourced vote-farming services, paying for votes, or engaging in any other conduct deemed inappropriate, disruptive or unsportsmanlike, as determined by Sponsor in its sole discretion, is prohibited, and any entries or votes received through such means will be void. Any attempt by any voter or entrant to submit or solicit more than the stated number of votes by using multiple/different email addresses, Facebook IDs, identities or any other method will void that person's votes and entry (if any), and he/she may be disqualified from further voting or other participation in the contest. Sponsors reserve the right to correct clerical or typographical errors, and reserve the right to change the Official Promotion Rules or General Rules to reflect non-material updates to the Promotion.

14. Conditions of Participation. By participating in this Promotion, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges and warrants that s/he is eligible to participate in this Promotion. By participating, to the extent allowed by applicable law, entrants hereby release and agree to hold harmless the New-Indy Companies and each of their respective affiliates, subsidiaries, directors, employees, officers, and agents, including without limitation, their advertising and promotion agencies (collectively, the “Released Parties”), from any and all liability, loss or damages arising from or in connection with the Promotion, including but not limited to the awarding, receipt, and/or use or misuse of prize or participation in any prize-related activities.
15. **CAUTION. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**
16. Indemnification. Entrant agrees to indemnify and hold the Released Parties harmless from any claims, losses, damages, liabilities, including attorney’s fees, arising out of or relating to entrant’s participation or involvement with the Promotion, including but not limited to entrant’s alleged violation of the rights of any other person or entity. Sponsor reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which entrant is required to indemnify a Released Party, and entrant agrees to cooperate with Sponsor’s defense of such claims.
17. Privacy Policy: By entering the Promotion, entrants may receive correspondence, including promotional and marketing materials, from or on behalf of Sponsor, subject to Sponsor’s privacy policy. Any questions regarding privacy matters should be directed to the address set forth in the Official Promotion Rules for important information regarding the collection, use and disclosure of personal information by Sponsor.
18. New-Indy Companies: As used herein, “New-Indy Companies” shall refer to New-Indy Catawba LLC and its affiliates and subsidiaries. “New-Indy Company” shall refer to any one of the New-Indy Companies.