

## The Go Pro with Pioneer Sweepstakes OFFICIAL RULES

### **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

The Go Pro with Pioneer Sweepstakes (the "Sweepstakes") is intended only for legal residents of Arizona and Colorado and shall only be construed and evaluated according to U.S. law. Do not enter this Sweepstakes if you are not located in the USA at the time of entry. By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as described below) is contingent upon fulfilling all requirements set forth herein.

**SPONSOR:** The Sweepstakes is sponsored by Pioneer Landscape Centers, 630 Plaza Drive, Suite 150, Highland Ranch, CO 80129.

**ELIGIBILITY:** Entrants must be a legal U.S. resident with a primary residence in either the state of Arizona or Colorado who is 18 years of age or older at the time of entry ("Entrant"). Employees of Sponsor, the Administrator, their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this Sweepstakes are ineligible to enter or win. **Void outside of the USA, or where prohibited/restricted by law.**

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01 a.m. Mountain Time ("MT") on September 3, 2019 and ends at 11:59:59 p.m. MT on November 30, 2019 ("Sweepstakes Period"). Eligible Entrants can enter the Sweepstakes in two (2) ways:

- 1) Purchase:** Eligible Entrants who purchase merchandise from any Pioneer Landscape Centers retail location will receive the following number of entries:
- For every transaction worth \$1-\$499.99 of merchandise and delivery fees they will receive one (1) entry.
  - For every transaction worth \$500-\$999.99 of merchandise and delivery fees they will receive five (5) entries.
  - For every transaction worth \$1,000 or more of merchandise and delivery fees they will receive fifteen (15) entries.
  - For \$1,000 or more worth of pavers or artificial turf and delivery fees in a single order they will receive thirty (30) entries.

All purchases must be done through the Sponsor's Retail Sales Division code. Eligible purchases may take place throughout the Sweepstakes Period and can be made through any of the Sponsor's retail store locations (either via phone or in person), via chat on the Sponsor's website located at [www.pioneerco.com](http://www.pioneerco.com), or by submitting a web lead and finalizing the purchase via email on the same website. All purchases must be received by 11:59:59 p.m. MT on November 30, 2019 to be eligible for the Sweepstakes.

**NOTE: "ANY FRAUDULENT ACTIVITY IN CONNECTION WITH THIS PROMOTION IS STRICTLY PROHIBITED. IT IS FRAUDULENT TO PURCHASE ITEMS TO OBTAIN**

**ENTRIES WITH THE INTENT TO RETURN THESE ITEMS AFTER THE PROMOTION. IF THE SPONSOR IDENTIFIES OR SUSPECTS THAT YOU ARE ENGAGED IN THIS OR ANY OTHER FRAUDULENT ACTIVITY, YOU WILL BE DISQUALIFIED AND BANNED FROM ANY FURTHER SWEEPSTAKES OR PROMOTIONS OFFERED BY THE SPONSOR.”**

**2). Mail-in:** Eligible Entrants also have the option to obtain Sweepstakes entries via mail by legibly hand-printing, on a 3”x 5” card or paper, their full name, complete mailing address, phone number, and e-mail address, and mailing the card in a #10 envelope, with proper postage affixed, to: Go Pro with Pioneer (Arizona or Colorado) Sweepstakes, P.O. Box #141 Macedon, NY 14502. You may submit as many postal entry requests as you wish, but each request must be mailed separately. All entries must be postmarked by November 30, 2019 and received by December 6, 2019.

**NOTE: Mail-in entry card and envelope must be hand printed by the Entrant only. In addition, Entrants are not permitted to use any 3<sup>rd</sup> party organization to assist with the entry process in any way (as determined by the ADMINISTRATOR). Each Envelope must be mailed individually. Any bulk shipments of entries will not be accepted.**

All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Released Parties (defined below) are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, misdirected, postage-due entries or mail. Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes and for other purposes as set forth below.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor’s Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY**

LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor, the Administrator, their respective parents, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**DRAWINGS AND NOTIFICATIONS:** Two (2) monthly random drawings will take place during the Sweepstakes Period at the end of September and again at the end of October. These drawings will include all eligible entries received during that month from both methods of entry to determine one (1) Monthly winner from Arizona and one (1) Monthly winner from Colorado for a total of four (4) Monthly winners. Two (2) random drawings will then take place at the end of the Sweepstakes Period on or about December 10, 2019, from all eligible entries received during the entire Sweepstakes Period from both methods of entry to determine one (1) Grand Prize winner from Arizona and one (1) Grand Prize winner from Colorado for a total of two (2) Grand Prize winners. All drawings will be conducted by Alliance Sweepstakes Services ("the Administrator") an independent judging organization, whose decisions are final and binding in all matters relating to this Sweepstakes. The decisions of Sponsor and Administrator are final and binding in all matter relating to the Sweepstakes. The odds of winning a Monthly prize depend on the total number of eligible entries received that month from Arizona residents and from

Colorado residents. The odds of winning the Grand Prize depend on the total number of eligible entries received during the entire Sweepstakes Period from Arizona residents and from Colorado residents. All winners will be contacted by the email address and/or phone number that they have provided.

**PRIZES:** Four (4) Monthly winners will each receive a landscape tool package and a landscape trailer which has an Approximate Retail Value (ARV) of \$12,500 or they may choose instead \$12,500 in Pioneer Landscape Centers store credit. The landscape tool package consists of the following items:

Landscape Tool Package Items
RIDGID 7 in. 24-Segment Turbo Cup Grinding Wheel
Dustless Technologies 7 in. Universal Dust Shroud Pro for Angle Grinders
QEP 7-1/2 in. x 5-1/2 in. x 1-7/8 in. Extra-Large Grouting, Cleaning and Washing Sponge (6-Pack)
Root Assassin 32 in. 2 lb. Steel Root Shovel Garden Tool
RIDGID Pro Hinge Stabilizing Knee Pad
Marshalltown Notched Trowel Tile Kit
Firm Grip Large High Dex Gloves (3-Pack)
Razor-Back 16.25 in. D-Handle Drain Spade
Makita 15 Amp 7 in. Corded Angle Grinder with Grinding wheel, Side handle and Wheel Guard
Two (2) Ames 46.5 in. Fiberglass Handle Digging Shovel with Comfort Step
Ames Stand-Up Weeder
Bon Tool 4 lb. Rubber Face Paver Sledge with 8-1/2 in. Wood Handle
Ames 27.5 in. D-Handle Poly Scoop
Yard Butler Wisk Rake
Nisaku 7.25 in. Blade Stainless Steel Weeding Knife
Fiskars 32 in. PowerGear2 Bypass Titanium Lopper
Bosch 9 in. Premium Plus Turbo Diamond Angle Grinder Circular Blade for Slate, Fire Brick, Marble, and Other Masonry Material
Ames 19-Tine Adjustable Thatch Rake
Two (2) Ames 16-Tine Double Play Bow Rake with Fiberglass Handle
Allsop WheelEasy LE 3 cu. ft. Foldable Garden Cart
Makita 18-Volt X2 LXT Lithium-Ion Brushless Cordless Power-Assisted Wheel Barrow (Tool Only)
Two (2) G & F Products Professional Elite Bypass Pruning Shear
Southwire 100 ft. 12/3 SJTW Hi-Visibility Outdoor Heavy-Duty Extension Cord with Power Light Plug
3M SecureFit 400 Series Black/Neon Green Frame with Anti-Fog Lens Safety Eyewear (3-Pack)
Tomahawk Power 6 HP Kohler Vibratory Plate Compactor for Soil Compaction with 3 Year Warranty
RIDGID Mixer Paddle Set for Dual Paddle Mud Mixer
Marshalltown 6 in. x 3 in. Steel Hand Edger
Kushlan 3.5 cu. ft. 3/4 HP 120-Volt Motor Direct Drive Cement Mixer
Makita 18-Volt LXT Lithium-Ion Cordless 1/4 in. Compact Impact Driver Kit with Two 2.0 Ah Batteries Rapid Charger and Hard Case
Bully Tools 50.5 in Fiberglass Long Handle 14-Gauge Steel Square Point Shovel

Two (2) Grand Prize winners will each receive the same landscape tool package, as described above, with a landscape trailer and a 2019 GMC Sierra truck in white. Or they may choose instead \$60,000 in Pioneer Landscape Centers store credit. The total Grand Prize package has an ARV of \$60,000 Total prize pool ARV is \$170,000.

**PRIZE CONDITIONS:** All Winners must have a customer account with the Sponsor and if not, they must open an account. All Winners must also be in good standing with the Sponsor's credit department. If not, they may be disqualified, and an alternate winner may be selected. A Winner is solely responsible for any additional expenses not expressly stated in the prize description above. By accepting a Prize, each Winner agrees to release

and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. Each Winner must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize. **Note: The Affidavit sent will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** Each Winner will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. Each Winner must note that the value of their accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize and the Winner is solely responsible for all matters relating to the Prize after it is awarded. If a Prize or prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached within three (3) business days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

**ENTRANT'S AGREEMENT:** By accepting a Prize, where permitted by law, each Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Grand Prize Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

**USE OF DATA:** All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <https://www.pioneersand.com/about/privacy-policy>. By participating in the Sweepstakes and providing your email address or any other applicable contact information, Entrants hereby agree to Sponsor's collection and usage

of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**DISPUTES:** By entering the Sweepstakes, Entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law the law of Colorado. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of serving Colorado and Entrants, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**WINNER LIST REQUEST:** To request confirmation of the name, city and state of residence of the winners, please send a self-addressed, stamped business size envelope, by December 20, 2019, to Alliance/Go Pro with Pioneer Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.