THE NATIONAL CORN GROWERS ASSOCIATION CORN HERO SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER FOR A CHANCE TO WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE TWELVE (12) YEARS OF AGE OR YOUNGER ON DATE OF ENTRY. VOID EVERYWHERE ELSE OUTSIDE THE UNITED STATES, AND WHERE PROHIBITED BY LAW. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, TWITTER OR INSTAGRAM.

The National Corn Growers Association Corn Hero Sweepstakes (the "Sweepstakes") starts March 3, 2016 at 12:00:01 AM Central Time (CT) and ends February 28, 2018 at 11:59:59 PM CT (the "Sweepstakes Entry Period"). The Sweepstakes will be divided into twenty four (24) separate entry periods (each, a "Monthly Entry Period"), with each Monthly Entry Period beginning at 12:00:01 AM CT on the first day of the month and ending at 11:59 PM CT on the final day of the month. Sponsor's computer is the official timekeeper for this Sweepstakes.

2) ELIGIBILITY: This Sweepstakes is offered and open to persons who are currently legal residents of the 50 United States or District of Columbia who are twelve (12) years of age or younger on the date of entry in this Sweepstakes. Officers, directors and employees of National Corn Growers Association, ("Sponsor"), Charleston-Orwig, and each of their respective parent, subsidiary and affiliated companies, distributors, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Sweepstakes (collectively, the "Sweepstakes Entities") and the immediate family members (parent, child, sibling, IRS dependent and spouse of each) of and/or persons living in the same household as such individuals (whether related or not) are not eligible to participate. This Sweepstakes is void where prohibited by law. U.S. law governs this sweepstakes.

3) HOW TO ENTER: No purchase, entry fee, payment, or proof-of-purchase necessary to participate. During the Sweepstakes Period, entrants will be asked to draw an image of themselves with a super power that they would like to have and include the name of a movie they would like to star in using their super power ("Drawing"). The Drawing should be done as described on page 9 of the National Corn Growers Association Activity Book. A parent or legal guardian will scan or photograph the Drawing and submit it as an Entry in one of the Monthly Entry Periods, on behalf of their child, in one of the methods listed below. Only the parent or legal guardian of each child entrant will be allowed to submit a photograph of the Drawing. Only original, unpublished Drawings are eligible. Entrants will receive one (1) Sweepstakes entry for successfully submitting their child's drawing as instructed. Non-winning entries will roll-over to be eligible for subsequent Monthly Entry Periods. By submitting a Drawing to the Sweepstakes, the parent/legal guardian agrees to abide by these Official Rules and consents to the transfer of their own personal information as well as personal information of their child.

All drawings will be screened for approval as an entry into a Sweepstakes for a particular Monthly Entry Period.

There are three (3) methods of entry in the Sweepstakes:

1. **Facebook Entry:** You can enter during the Sweepstakes Entry Period through the National Corn Growers Association Brand application on the Facebook Platform. You can find the application on the "Promotion" tab on the National Corn Growers Association Page on Facebook located at: <u>www.facebook.com/corngrowers/</u>. At any time during the Sweepstakes

Entry Period, click on the Sweepstakes tab at: www.facebook.com/corngrowers/ to submit the scan or photograph of the child's Drawing. By entering the Sweepstakes, you further agree to abide by and be bound by the Facebook, Inc.'s Privacy Policy and Terms of Use, which can be http://www.Facebook.com/home.php#/policy.php?ref=pf found at and http://www.Facebook.com/home.php#/terms.php?ref=pf; if you do not agree to the Privacy Policy and Terms of Use, do not enter the Sweepstakes or otherwise use the entry site. Entrants must also electronically acknowledge and agree to the Terms of Use when submitting the Drawing as instructed (the "FB Entrants"). In the event of a dispute over who submitted a winning Facebook Web Site entry, the authorized subscriber of the e-mail account used to participate in this Sweepstakes at the actual time of entry, will be deemed to be the FB Entrant. The authorized account subscriber is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the property of Sponsor and will not be acknowledged or returned.

- 2. Twitter Method: You can enter during the Sweepstakes Entry Period via Twitter. To become a registered member of Twitter, with accounts that are free of charge, go to www.twitter.com and follow the instructions to become a registered member and create an account. By submitting your information and creating an account, you agree to the Twitter Terms of Service and privacy notice located at: https://twitter.com/tos. Once logged into your Twitter account you can tweet #cornhero #sweepstakes to https://twitter.com/nationalcorn?lang=en (@NationalCorn) and include the scan or photograph of your child's drawing. In order for the Entry to be valid, Twitter profile must be public and thus viewable by the Sponsor and its agents. If you submit your Entry or receive updates from twitter.com via SMS from your wireless phone, you may be charged standard text messaging rates, airtime and carrier charges for text messages sent and received from your mobile device according to the terms and conditions in your Customer Agreement with Mobile Carriers. All terms and conditions of Twitter.com apply. Twitter is not a sponsor of this Sweepstakes. Multiple participants are not permitted to share the same email, mobile phone or Twitter account. You understand that by participation in this Sweepstakes via mobile phone or text message, if you are a potential winner, the Sponsor may contact you via mobile phone or text message, which will be subject to the charges pursuant to your carrier's rate plan. It is your sole responsibility to notify the Sponsor in writing if you change your Account.
- 3. **Instagram Method:** Instagram users may enter during the Sweepstakes Entry Period by submitting a scan or photograph of your child's Drawing with #cornhero #sweepstakes to @corngrowers. All terms and conditions of Instagram.com apply. Instagram is not a sponsor of this Sweepstakes. Multiple participants are not permitted to share the same mobile phone or Instagram account. In order for the entry to be valid, Instagram profile must be public and thus viewable by the Sponsor and its agents. Posting a photograph on Instagram requires a mobile device and therefore you may be charged standard text messaging rates for text messages sent and received from your mobile device according to the terms and conditions in your Customer Agreement with your Mobile Carrier. If not a member, an entrant may set up an Instagram account by visiting <u>www.instagram.com</u>. An Instagram account is free of charge.

No purchase, entry fee, payment, or proof-of-purchase necessary to participate. There is a limit of one (1) entry per child per month regardless of entry method used to enter. Proof of transmission (such as a "confirming" message) of the Sweepstakes entry does not constitute proof of submission/delivery. All eligible entries must be submitted according to these Official Rules no later than 11:59:59 PM CT on the last day of each month to be eligible for that Monthly Entry Period. An entry will not be considered complete if the entrant's submission has not completed uploading by the Monthly Entry Period deadline

noted above, even if the entrant initiated the upload before that time. By entering in the Sweepstakes, all entrants agree to abide by these Official Rules, which are final and binding on all matters pertaining to this Sweepstakes. Each Drawing submitted must be entered by the parent/legal guardian of the child entrant.

Entries received that are lost, late, illegible, incomplete, incorrect, undecipherable, or are not submitted by one of the required entry methods outlined above will be disqualified. Entries that do not comply with these Official Rules will not be eligible. Any individual who attempts to enter, or in the sole discretion of Sponsor is suspected of submitting entries in excess of the disclosed maximum, by any means, including but not limited to establishing multiple email accounts, will be disqualified from participation in this Sweepstakes. Multiple parent/legal guardians are not permitted to share the same email address. In the event of a dispute over the identity of any potential winner, the entry will be declared made by the authorized account holder of the email address submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email address during the Sweepstakes Period. Proof of accessing the National Corn Growers Association Sweepstakes entry pages via Facebook, Twitter or Instagram does not constitute proof of delivery to serve as a Sweepstakes entry. Entries generated by script, macro, robotic or by any other automatic or mechanical means are void. All Drawings become the property of Sponsor and will not be returned to entrant.

Entrants are not required to opt-in and opting in will not increase your chances of winning. If an Entrant chooses to opt-in, the Entrant thereby grants the Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services and products. Any information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by the Entrants at the time of entry, with these Official Rules, and with the Sponsor's Privacy Policy found at: http://www.ncga.com/privacy-policy.

By submitting information on Facebook, Twitter or Instagram, entrant agrees to the terms of use and privacy notice found at each respective website. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. By successfully transmitting the scan or photograph of your child's Drawing, as directed, you will receive one (1) entry into the Sweepstakes. Multiple participants are not permitted to share the same Facebook, Instagram or Twitter accounts.

Entries must comply with the following content guidelines to be eligible:

The parent/legal guardian may offer suggestions for the child to improve their drawing before submitting it, but adults may NOT do the actual drawing. The child MUST do their own Drawing.

- The Drawing must not have been previously exhibited or displayed publicly in any form on any website or social media outlet prior to entry in the Sweepstakes or won any award or prize;
- Drawing may not promote any activity that may appear unsafe or dangerous, or have any particular political agenda or message;
- Content may not defame, misrepresent or contain disparaging remarks about Sponsor, or other people (living or deceased), products or companies; or otherwise infringe upon any person's personal or proprietary rights;
- Content may not communicate messages or images inconsistent with the images to which Sponsor wishes to associate;

- The Drawing must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- The Drawing must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Sweepstakes;
- The Drawing must not contain images or artwork not created by entrant;
- The Drawing must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, or libelous;
- The Drawing must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Drawing must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

By entering this Sweepstakes, each entrant represents that the Drawing is the original work of their child and that parent/legal guardian has all necessary rights to grant a license to the Sponsor to publish and re-use the Drawing for any purpose without compensation and that parent/legal guardian hereby grants such license together with the right to use his/her name on behalf of their child. Parent/legal guardian hereby agrees that they will be bound by all releases and consents and covenants contained in these Official Rules. Sponsor has the right in its sole discretion to disqualify and/or not to post on the Website any photo of a Drawing that Sponsor determines does not or may not comply with the foregoing requirements. Without limitation of the foregoing, if a Drawing prominently (as determined by Sponsor in its sole discretion) depicts or refers to any brand or trademark other than National Corn Growers Association, Sponsor will have the right in its sole discretion to remove or blur such brand or trademark. Sponsor assumes no responsibility for disputes between persons claiming authorship of the Entry. Parent/legal guardian agrees on behalf of their child to the use of their Drawing by Sponsor in any way Sponsor deems appropriate, including any and all media, and that such individuals will sign all necessary documents granting Sponsor these rights if required by Sponsor. Entries must be suitable for distribution in a public forum (as determined by Sponsor in its sole discretion), and may not reflect negatively on the Sponsor or its products. Entries not complying with all rules are subject to disgualification at Sponsor's sole discretion. No correspondence regarding Entries will be entered into with entrants. Parent/legal guardian acknowledges that other entrants may have submitted Drawings with ideas and concepts contained in their child's Drawing that may have familiarities or similarities to his/her Entry, and that he/she will not be entitled to any compensation or right to negotiate with the Sweepstakes Entities because of these familiarities or similarities. Winner will be required, as a condition of being awarded a prize, to grant the Sponsor the right to use their name, Drawing, image, likeness, voice, comments, prize information and biographical information, (collectively, the "Attributes") as well as exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright and any other rights entrant has in the winning entry, for advertising, publicity and promotion purposes in any media now known or hereafter devised without additional compensation, except where prohibited by law.

Any parent/legal guardian who attempts to enter, or in the sole discretion of Sponsor is suspected of submitting entries for the same child by establishing multiple social media accounts, will be disqualified from participation in this Sweepstakes. In the event of a dispute over the identity of any potential winner, the entry will be declared made by the authorized account holder of the email address submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. It is the sole responsibility of the entrant to notify the

Sponsor in writing if the entrant changes his or her email address during the Sweepstakes Period. Proof of entry submission (such as a copy of a confirming screen or message) does not constitute proof of delivery to serve as a Sweepstakes entry. Entries generated by script, macro, robotic or by any other automatic or mechanical means are void. All entries become the property of Sponsor and will not be returned to entrant.

4) PRIZE DRAWING AND NOTIFICATIONS. One (1) Grand Prize Winner (the "Winner"), will be selected in a random drawing on or about three (3) days after the end of the month for each Monthly Entry Period from all eligible entries received during that specific Monthly Entry Period. Odds of winning are subject to the total number of eligible entries received during each Monthly Entry Period. The random selection of each Monthly winner will be conducted by Charleston-Orwig under the supervision of Marden-Kane, an independent judging organization whose decisions are final and binding on all matters relating to this Sweepstakes. Sponsor will attempt to notify the parent/legal guardian of the potential Winner within two days of the prize drawing via email/phone number provided at time of entry. Parent/legal guardian and the potential Grand Prize Winner for each Monthly Entry Period is subject to eligibility verification and compliance with these Official Rules, and will be required to complete an Affidavit of Eligibility, Liability and Publicity Release within two (2) days following the date of notification of the potential winner or the prize will be forfeited and awarded to an alternate potential winner. Acceptance of any prize constitutes permission for the Sponsor and its designees to use parent/legal guardian's name and likeness on behalf of the child, and Drawing for advertising and promotional purposes without compensation unless prohibited by law. Failure to complete and return the documents in the time noted or if prize notification is undeliverable will result in disgualification, and an alternate winner will be selected and notified. Upon disgualification, no compensation will be awarded. http://www.insightexpress.com/ix/ http://www.insightexpress.com/ix/ShowSweepRules.aspx?816.%20lf parent/legal guardian is unavailable to execute the required forms, the winner will not receive the prize.

5) GRAND PRIZE: One (1) Grand Prize of a \$50 Visa gift card will be awarded for each Monthly Entry Period. Retail Value ("RV") of Grand Prize is \$50 each prize. Total RV of all prizes to be awarded: \$1,200. Prizes will be awarded in the name of the parent/legal guardian. Confirmed winners of a Visa Gift Card prize must adhere to the following Gift Card usage guidelines: Any unused balance will be placed in the recipient's Gift Card account when redeemed. Upon redemption of a Visa Gift Card, you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern the Gift Card. See <u>http://usa.visa.com/personal/personal-cards/prepaid-cards/index.jsp</u> for complete terms and conditions. The winner shall bear all risk of loss, damage or unauthorized use to their gift card after it has been delivered. Limit one prize per household for the entire Sweepstakes Entry Period.

Please allow up to 6 weeks for verification and fulfillment of Gift Card.

6) PRIZE RESTRICTIONS: Prizes are non-transferable, non-assignable, and not redeemable for cash, in whole or in part. Prizes will be awarded "as is" without any warranties, guarantees or representation of any kind, expressed or implied, concerning the appearance, safety, or performance of participating in any part of the prize (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize substitution will not be allowed, except as expressly provided in these Official Rules or otherwise at the sole discretion of the Sponsor, who reserves the right to substitute a Prize with one of comparable value and use should the advertised Prize become unavailable for any reason (except as already clarified herein). Federal, state, and local taxes, and any expenses relating to the acceptance and use of the Prize not otherwise specified herein, are the responsibility of Prize Winner. By accepting Grand Prize, Winner acknowledges compliance with these Official Rules.

7) CONDUCT: This Sweepstakes is subject to all federal, state and local laws/regulations. By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of Sponsor and/or the Administrator that shall be final and binding in all respects. These Official Rules are accessible at: www.ncga.com/woc-contest throughout the Sweepstakes Period. Failure to comply with these Official Rules may result in disgualification. Sponsor reserves the right at its sole discretion to disgualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT OR ANY OTHER PROVISION.

8) LIMITATIONS OF LIABILITY: Sweepstakes Entities, assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or any combination thereof, or; (e) any injury or damage to participant's or to any other person's electronic device which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, and award the prize in a random drawing from among all non-suspect eligible entries received as of the termination date. The Sponsor will not be responsible for acts of God, dangerous weather conditions, acts of terrorism, civil disturbances, work stoppage or any other matters beyond the Sponsor's reasonable control (each a "Force Majeure" event) that may cause the Sweepstakes, or the ability of winner to use the prize to be cancelled, delayed or postponed.

9) ENTRANT RELEASES: All parent/legal guardians, as a condition of entry into the Sweepstakes, agree to release Sweepstakes Entities, and their respective parents, subsidiaries, affiliates, divisions, distributors, suppliers, printers, application developers, websites, advertising, promotional or judging agencies, from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing one of the three methods of entry noted above; submitting a scan or photograph of a child's Drawing or other entry information or otherwise participating in any aspect of the Sweepstakes; the receipt, ownership, use, misuse or non-use of any prize awarded; preparing for, participating in or traveling to and/or from any prize-related activity, or any human, typographical or other inadvertent error in these Official Rules or the announcement of offering of any prize. Except for residents of Tennessee and wherever else prohibited by law, acceptance of prize irrevocably grants to Sweepstakes Entities the right to print, publish, broadcast and use worldwide in any media now known or hereinafter developed, in perpetuity, and without limitation the name of parent/legal guardian and their city, state, child's Drawing, voice, comments, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor. Sponsor has the right to use any

recordings/Photographs/Videos resulting from these public relations/promotional/media events. The rights hereby granted to Sweepstakes Entities include the perpetual, exclusive and unencumbered right to use, not use, edit, reproduce, publicly and privately display, create derivative works based upon, distribute, telecast, publish, promote, market, and otherwise exhibit the child's Drawing worldwide, at discretion of Sweepstakes Entities, without approval of winner.

In the event there is a discrepancy or inconsistency between statements contained in any Sweepstakes-related materials, and terms and conditions stated in the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

10) DISPUTES: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Missouri or the appropriate Missouri State Court; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and/or consequential damages 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 entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Missouri.

11) WINNER: The name of a specific Monthly winner will be available upon request by indicating the month by sending a self-addressed stamped envelope to: National Corn Growers Association, (Month) Winner, 632 Cepi Drive, Chesterfield, MO 63005.

12) SPONSOR/ADMINISTRATOR: Sponsor: National Corn Growers Association, 632 Cepi Drive, Chesterfield, MO 63005. <u>Administrator</u>: Marden-Kane, Inc. 611 Rockland Rd., Ste 204, Lake Bluff, IL 60044.

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