

Official Contest Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. THE PURCHASE OF ANY GOOD OR SERVICE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THE CURRENTLY ACTIVE **YUBA SUTTER MARKETPLACE** CONTEST (THE “CONTEST”) IS VOID WHERE PROHIBITED BY LAW.

THESE OFFICIAL RULES (“RULES”) ARE A LEGALLY BINDING AGREEMENT BY AND BETWEEN YOU AND SPONSOR (AS DEFINED BELOW) AND GOVERN YOUR ENTRY IN THE CONTEST.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK.

1. SPONSOR. This Contest is sponsored by YUBA SUTTER MARKETPLACE (“Sponsor”).
2. CONTEST PERIOD. The Contest begins on **June 17, 2024** and ends on **July 27, 2024** (the “Contest Period”) entries submitted **June 17, 2024** through July 12, 2024. Only entries received during the Contest Period will be judged. The Sponsor’s computer (or that of its designee for this contest) is the official time keeping device for online entry into the Contest. For purposes of these Rules, all times and days are [Pacific Standard Time].
3. ELIGIBILITY. The Contest is open to all legal residents of the United States of America (“Contest Territory”) who are [6-17] years of age as of the beginning of the Contest Period (“Entrant”). All entries by entrants under [11] years of age, must be submitted by a parent on behalf of such entrants. Employees of the Sponsor, its parent, subsidiaries, affiliates, and all advertising agencies, printers, promotional agencies and families of each involved in this Contest are not eligible to participate or win. Participation in this Contest constitutes each entrant’s full and unconditional representation of their age, as well as acceptance of these Rules and consent to be contacted by YUBA SUTTER MARKETPLACE by email or telephone. The Contest is subject to all applicable federal, state and local laws and regulations.

BAKED GOODS OR OTHER FOOD PRODUCTS ARE NOT ALLOWED AS BUSINESS IDEAS FOR THIS CONTEST DUE TO HEALTH CODE VIOLATIONS. PET TREATS ARE ALLOWED. ONLY ONE ENTRY PER PERSON PER CONTEST WILL BE ELIGIBLE. ENTRIES THAT DO NOT INCLUDE ALL REQUESTED INFORMATION WILL BE INELIGIBLE.

4. CONTEST DESCRIPTION. The Contest is a contest that promotes the submission of **business plans/ideas** by Entrants entering this Contest in accordance with these Rules, as described in the YUBA SUTTER MARKETPLACE website www.ShopYubaSutterMarketplace.com.
5. JUDGING PROCESS. Winning entries will be determined by a small panel of judges chosen by YUBA SUTTER MARKETPLACE. Judges may include YUBA SUTTER MARKETPLACE managers, event sponsors, store managers, team members and employees. In the event of a tie score, Sponsor shall determine an alternate winner at random among all tied finalists. These same judges will also select the winning businesses on the day of the Biz Kids Showcase event July 27th.

6. HOW TO ENTER. Entrant may enter the Contest during the Contest period in one of two (2) ways:

(a) Entrant may submit the following information via www.ShopYubaSutterMarketplace.com: Submit business plan with name, complete address, city, state, zip code, and telephone number with area code, email address, and date of birth (MM/DD/YYYY) (“Personal Data”) along with an acknowledgement that Entrant has read and agrees to comply with the Official Contest Rules. **If Entrant is 11 years old or younger a parent or guardian must submit business plan for them.** or

(b) Entrant may bring business plan/idea to YUBA SUTTER MARKETPLACE at 1215 Colusa Ave, Yuba City CA 95991 and a YUBA SUTTER MARKETPLACE representative will post the entry on www.ShopYubaSutterMarketplace.com. **If Entrant is 11 years old or younger a parent or guardian must submit business plan for them.**

“Entry” shall mean and refer to each online, and/or mail entry.

7. PERSONAL DATA. Entrant is required to submit Personal Data on the Entry Form. All Personal Data will be held, used and processed by the Sponsor in accordance with its Privacy Policy as posted on Sponsor’s webpage at www.ShopYubaSutterMarketplace.com.

8. ENTRY SPECIFICATIONS. No baked goods are allowed for this contest. Each Entry must be Entrant’s sole creative work and must not incorporate ideas or work of any other person or material that would require the consent of a third party in any jurisdiction or under any applicable law. Without limitation, the Entry must not infringe or violate any trademark, copyright, publicity right, privacy or any other right of any other person or entity, under any applicable law, in any part of the Contest Territory. By submitting an Entry, Entrant represents and warrants to YUBA SUTTER MARKETPLACE that the Entry and everything depicted in the [WORK/ART/PHOTO/ETC] is wholly original and does not infringe upon or otherwise violate any right of any person, entity, or any law, rule or regulation in any part of the Contest Territory. Violation or breach of these representations or warranties may subject Entrant to penalties and damages under applicable law.

By entering the Contest, Entrant agrees that the Sponsor may post the Entry or any part thereof on the Site or in its media outlets. Sponsor does not guarantee the posting of any Entry. Entrant understands that his/her name and biographical data (as included in the Entry) may also be posted on the Site in connection with the Contest.

9. WARRANTIES AND CONSENTS. By completing and submitting an entry, Entrant: (a) represents and warrants that (i) Entrant has read, and agrees to be bound by, the Rules posted on the YUBA SUTTER MARKETPLACE Facebook Page and/or www.ShopYubaSutterMarketplace.com Contest: and any applicable policies or procedures posted by Facebook, (ii) based on the Rules, Entrant is eligible to participate in the Contest, (iii) all of the information provided as part of Entrant’s Entry is accurate, does not violate any third party’s legal rights (including without limitation rights of privacy and publicity), and otherwise does not violate applicable law, and (iv) agrees to be bound by the Facebook Statement of Rights and Responsibilities and any other terms that apply to his/her use of Facebook’s policies and procedures and any other terms that apply to his/her use of Facebook; (b) consents to the use of Entrant’s name and/or likeness by Sponsor for promotional purposes (whether online, in print or

through any other media now known or hereafter developed), without additional compensation or authorization unless prohibited by law; and (c) agrees to be bound by the interpretations of these Rules by Sponsor, which are final in all matters relating to the Contest; and (d) acknowledges that this Contest is in no way sponsored, endorsed, administered by or associated with Facebook.

10. ODDS. The odds of becoming a winner depend on the number of Entries received.

11. PRIZE. Participation in the Biz Kidz Event at YUBA SUTTER MARKETPLACE on Saturday, July 27, 2024 from 11am to 3:00pm. An opportunity to set up shop inside YUBA SUTTER MARKETPLACE. No substitution, cash redemption or transfer of the Prize is allowed, except at the sole discretion of Sponsor. We will select up to fifteen (20) winners based on the number of votes received. The Prize Winners are responsible for all other charges, costs or expenses of any kind not listed as included in the Prize. We will select additional winners from those participating for prizes as described in the event listings on www.ShopYubaSutterMarketplace.com and Facebook on July 27th at the end of the event. The Prize Winner's Entry may appear in one of Sponsor's media outlets.

The Prize Winner(s) are responsible for the reporting and payment of all applicable federal, state and local taxes (including income taxes) associated with their respective prize and will and hereby do hold Sponsor harmless from liability for failure to timely report and/or pay such taxes. An IRS form 1099 will be issued if the value of the total prize meets the IRS reporting threshold. Sponsor shall have no responsibility or obligation to any Winner or potential Winner who is unable to accept or utilize the prizes as described herein. In the case of a Winner's forfeiture of a prize, Sponsor may select another winner according to these Rules.

12. WINNER NOTIFICATION. Prize Winners will be announced by July 13, 2024 by 9pm PST. Each Winner will be notified via telephone and/or email and will be given instructions on how to claim the prize. Three (3) attempts will be made to contact a Winner within a three (3) day period. If a Winner fails to respond within the three (3) day period, or if an e-mail attempt is consistently returned as undeliverable, or if the selected Winner cannot accept or receive the prize for any reason, or s/he is not in compliance with these Rules, **the prize will be forfeited and an alternate winner may be selected at Sponsor's discretion.** Additionally, each Winner will be required to sign and return an Affidavit and Release Form (where legal and applicable) in accordance with Section 13 below.

13. AFFIDAVIT OF ELIGIBILITY. Each winner will be required to execute and return an Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit") (where permitted and applicable) within seven (7) days of notification (first attempted delivery) to the Sponsor. If a winner is under the age of eighteen (18) years of age, but an eligible minor in his/her state of residence, the prize will be awarded to a parent/legal guardian of winner who must execute and return any required documents as noted previously in these Rules. By completing, signing and returning the Affidavit, a winner (i) releases and forever discharges the Sponsor, its affiliates and subsidiaries, and their respective advertising and promotional agencies from all claims, demands, damages, actions and causes of action arising out of participation in this Sweepstakes or to arise by use of the prize, (ii) confirms compliance with these Rules, and (iii) gives permission to the Sponsor, at its option, to publish or otherwise use the winner's name, address, photograph, voice and comments, without compensation, in any publicity carried out by the Sponsor or its respective advertising agencies, except where prohibited by law.

14. CONTENT RESTRICTIONS. No submission of Contest material shall contain, as determined by the Sponsor, in its sole discretion, any content that:

- Contains copyrighted materials owned by any entity (including photographs and other works of art or images);
- Contains materials embodying the names, likenesses or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Communicates messages or images inconsistent with the positive image and/or goodwill to which the Sponsor wishes to associate.
- Defames, misrepresents or contains disparaging remarks about the Sponsor, or its products or services or other people, products or companies;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- Contains trademarks, logos or trade dress (such as distinctive packaging or phraseology) owned by any entity;
- Is obscene or offensive; endorses any form of hate or hate group;
- Promotes any particular political party, agenda or message; and/or
- Contains any personal identification, such as personal names, street or email addresses, or phone numbers other than the Sponsor;
- Violates or encourages the violation of any law, rule or regulation;

15. INDEMNIFICATION; RELEASE OF LIABILITY. BY ENTERING THE CONTEST, ENTRANTS AND EACH WINNER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPONSOR, FACEBOOK, SPONSOR'S PARENT COMPANIES, MANAGING AGENTS, SUBSIDIARIES AND AFFILIATES AND THEIR RELATED PARTIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, CLAIM OR CAUSE OF ACTION (HOWEVER NAMED OR DESCRIBED), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE CONTEST AND/OR RECEIPT OR USE OR MISUSE OF THE PRIZE AWARDED IN THE CONTEST, EXCEPT IF, AND TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES.

Entrants and each Winner shall release all rights to bring any claim, action or proceeding against Sponsor or any of the Released Parties, further covenant not to sue Sponsor or any of the other Released Parties and hereby acknowledge that neither Sponsor nor any Released Party has made

or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Contest or the prizes.

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of Entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an Entrant's participation in the Contest or receipt or use or misuse of any prize; or (6) undeliverable emails. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Contest at the discretion of the Sponsor.