

## CHERRYROAD SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.**

### 1. OVERVIEW:

The CherryRoad Sweepstakes also known as the ScratchTab ("**Sweepstakes**") is sponsored by CherryRoad Media Inc. ("**Sponsor**" or "**CherryRoad**"). The Sweepstakes provides eligible entrants (each "**you**" or an "**Entrant**") the chance to win the Prize(s) as outlined and defined below. By entering or participating in the Sweepstakes, Entrants agree to be bound by these official rules ("**Official Rules**") and by the decisions of Sponsor, which are final and binding in all respects.

### 2. ELIGIBILITY:

The Sweepstakes is open only to individuals who, as of the time and date of entry: (a) are 18 years of age or older; and (b) are legal residents of the United States, with a home residence in the following Minnesota counties: Lac Qui Parle, Yellow Medicine, Chippewa or Redwood excluding employees of Sponsor and its affiliates as well as the immediate family (spouse, parents, siblings and children) and household members (whether or not related) of each such employee. By participating in the Sweepstakes, each Entrant represents and warrants that the Entrant meets these eligibility requirements and has read, accepts, and will comply with these Official Rules and acknowledges that any violation of these Official Rules may disqualify Entrant from the Sweepstakes. You may enter this Sweepstakes only one time (1X) during the Weekly Period, with the understanding that each such entry allows the Entrant multiple chances to win prizes (as described below). s.

### 3. SWEEPSTAKES PERIOD:

The Sweepstakes entry period begins 10/9/2025 at [12:00 am Greenwich Mean Time (GMT)] and ends 11/5/2025, at 11:59 pm GMT] (the "**Sweepstakes Period**"). The Sweepstakes Period is divided into four (4) equal weekly periods (the each a "**Weekly Period**") with the initial Weekly Period commencing at the start of the Sweepstakes Period and ending exactly one-hundred sixty-eight (168) hours later (with the understanding that the final Weekly Period may end sooner than 168 hours after commencement, in the event the Sweepstakes Period end date occurs prior to such time). Sponsor's computer shall be the official timekeeper for all matters related to this Sweepstakes. All Entries must be submitted during the Sweepstakes Period to be eligible and included within the random drawing(s).

### 4. HOW TO ENTER:

During the Sweepstakes Period, you may enter the Sweepstakes (an "**Entry**") in either of two (2) ways:

- a. In-store Entry: (1) obtain a print copy of entry materials at any of the stores/locations designated by Sponsor, (2) scan the unique QR code on such entry material to enter the Sweepstakes website (<https://www.tricountynewsmn.com/scratchtab>, <https://www.granitefallsnews.com/scratchtab>, or <https://www.montenews.com/scratchtab>) (the "**Sweeps Site**"), (3) follow the directions on the Sweeps Site to complete the online entry form/register for an account by providing your full name, address, phone number, email address and other identifying information as requested by Sponsor, (4) check your provided email address for an account verification email (emailed by Sponsor), (5) login to the Sweepstakes website using your account and enter the contest code found on the front of

printed newsprint tab, and (6) follow the prompts to play the game(s) provided on the Sweeps Site and enter the Sweepstakes; OR

- b. **Online Entry:** (1) go to Sponsor's website <https://www.tricountynewsmn.com/scratchtab-entry>, <https://www.granitefallsnews.com/scratchtab-entry>, or <https://www.montenews.com/scratchtab-entry> and follow the directions on such site to complete an online entry form/register for an account by providing your full name, address, phone number, email address and other identifying information as requested by Sponsor, (2) check your provided email address for an account verification email (emailed by Sponsor), (3) login to the Sweepstakes website using your account and fill out the alternative entry request form. (4) check your provided email address for a unique code (emailed by Sponsor), (5) enter such unique code on the Sweeps Site, and (6) and follow the prompts to play the game(s) provided on the Sweeps Site and enter the Sweepstakes.

On the Sweeps Site, Entrants will be directed to play an instant win scratch off game (the "**Instant Game**"), whereby Entrants will be informed whether they win or lose instantly, and/or what (randomly assigned) points they have earned.

**Each Entrant may play the Instant Game on the Sweeps Site up to three (3) times during each Weekly Period (for a total of twelve (12) times throughout the Sweepstakes Period, should an Entrant enter the Sweepstakes during the initial Weekly Period).** However, should an Entrant win any Instant Game during the Weekly Period, such Entrant is not eligible to win another Instant Game during the same Weekly Period - but such Entrant is eligible to win a Points Prize or the Grand Prize (both defined below).

Each Entrant will be automatically entered into the random drawing for the Grand Prize(s) and is eligible for the Points Prize at the end of each Weekly Period based on points accrued during that Weekly Period.

All Entries that are late, illegible, incomplete, damaged, destroyed, forged, duplicate another Entry or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Mass entry attempts may result in disqualification of that Entrant and void all Entries related to such conduct. Entries generated by a script, macro, or other automated means will be disqualified. Entries and Entrants must comply with all applicable laws, rules, and regulations. All Entries will be subject to confirmation of eligibility. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of Winners (defined below). Decisions of the Sponsor as to the administration of the Sweepstakes, interpretation of the Official Rules, and the selection of the Winners will be final and binding in all respects.

## **5. WINNER DETERMINATION, PRIZES, NOTIFICATION AND PRIZE CLAIMING:**

Twenty (20) instant prizes (the "**Instant Prizes**"), four (4) prizes based on points (the "**Points Prizes**") and one grand prize (the "**Grand Prize**") (collectively, the "**Prizes**") are available to be awarded during the Sweepstakes Period to the winner(s) ("**Winner(s)**") in this Sweepstakes. The Instant Prizes shall be randomly awarded to the Winners of the Instant Game, based on the randomly assigned unique codes. The four (4) Points Prizes shall be awarded to the Entrant with the most points earned from the Instant Game at the end of each Weekly Period throughout the Sweepstakes Period. The Grand Prize shall be awarded to the Winner of a random drawing from all eligible Entries at the end of the Sweepstakes Period. The Points Prizes and the Grand Prize shall be determined within approximately seven (7) days of the end of the Sweepstakes Period. Should there be a tie with respect to the number of points earned from the Instant Game at the end of the Weekly Period, Sponsor shall conduct a random drawing between or among the tied Entrants to determine the Points Prize Winner for that Weekly Period. Further, should twenty (20) Instant Prizes not be awarded via the Instant Game during the Sweepstakes Period, Sponsor shall conduct additional random drawings (concurrently with the random drawing for the Grand Prize) to award any such un-rewarded Instant Prizes.

Each Instant Prize consists of a \$5 gift card (or \$5 cash, or such other prize valued at \$5), each Points Prize consists of a \$25 gift card, and each Grand Prize consists of a \$50 gift card (total approximate retail value of all Prizes) (“ARV”): \$250. Winners will be solely responsible for all federal, state and local taxes, and for any other fees or costs associated with the Prizes received regardless of whether the Prizes are used.

Odds of winning will depend on the number of eligible Entries received. Instant Game Winners shall be notified on the Sweeps Site upon playing the Instant Game whether they are winners. Winners of all Prizes will be notified that they are the potential Winners via email to their provided email address; such potential Winners must respond via email that they accept the Prize within five (5) days of Sponsor’s notification. The Released Parties are not responsible for and will not be liable for late, lost, damaged, intercepted, misdirected (sent to spam, undeliverable notices, etc.), or unsuccessful efforts to notify the potential Winners or send any Prizes. If a potential Winner fails to confirm it accepts the Prize or is unable to be contacted as per these Official Rules, that potential Winner (in Sponsor’s sole discretion) may be disqualified, and an alternate may (in Sponsor’s sole discretion) be selected (via the same, random drawing process). Upon a potential Winner’s notification to Sponsor that it accepts the Prize, Sponsor shall email, mail or otherwise provide the Prize to the Winner within approximately ninety (90) days.

The Released Parties (defined below) are not responsible for, and Winners will not receive the difference, if any, between the actual value of the Prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes related correspondence or material. Sponsor will not replace a lost or stolen Prize. Prizes are non-transferable, and cash redemptions, equivalents, or substitutions are not available, except at Sponsor’s sole and absolute discretion. Prize details and availability are subject to change, and in the event that Sponsor is unable to provide Winner with the Prize, Sponsor may elect, at the Sponsor’s sole and absolute discretion, to provide Winner with the ARV of such item in cash or award an alternate prize of comparable or greater value. Prizes may be fulfilled by a third party. PRIZES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. If any Prize is unclaimed, it will be forfeited.

## **6. PUBLICITY RELEASE & LICENSE RIGHTS:**

By submitting an Entry, each Entrant agrees that it waives all moral rights in and to the Entry and grants to Sponsor and its respective licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit and otherwise use Entrant’s name and other provided information in the Entry in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, Entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Entrant agrees that, if required by Sponsor, Entrant will sign documents to this effect. Released Parties are not responsible for any unauthorized use of Entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

## **7. GENERAL RULES:**

Released Parties are not responsible for lost, misdirected, misplaced, delayed, garbled, inaccurate, false, tampered with, deleted, or invalid Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including,

without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the Prizes or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage (e.g., to vehicles, computers, phones, etc.) to participants or to any other person related to or resulting from participating in this Sweepstakes. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential Winners from all eligible, non-suspect Entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Sponsor reserves the right to disqualify any Entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Sweepstakes; (b) acting in violation of these Official Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person; and all associated Entries will be void.

#### **8. ENTRANT OBLIGATIONS (WAIVERS, DISCLAIMERS, AND RELEASES):**

By participating in the Sweepstakes, you agree, to the extent permitted by law, to indemnify, defend, and hold harmless CherryRoad and its parents, affiliates, subsidiaries and all of their respective directors, officers, stockholders, employees, licensors, and agents (collectively, "**Released Parties**"), from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your participation or attempt to participate in the Sweepstakes; (b) Prize or Prize-related activities; (c) any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light or any claim of infringement of intellectual property in connection with the Sweepstakes; or (d) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity or Prize. You assume all liability for any injury or damage caused, or allegedly caused, by participating in this Sweepstakes, or use or redemption of the Prize. ***NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.***

#### **9. GOVERNING LAW & LIMITATION OF LIABILITY:**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrants, Sponsor, or the Released Parties in connection with the Sweepstakes, will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws. The parties hereby consent to exclusive jurisdiction and venue of the state and federal courts located in Delaware, in any action relating to these Official Rules or the Sweepstakes.

BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED AND WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, MULTIPLE, OR SPECIAL DAMAGES, LOST PROFITS, OR ANY OTHER DAMAGES.

#### **10. PRIVACY POLICY/ DATA COLLECTION:**

Sponsor may use Entrants' information collected in connection with this Sweepstakes in accordance with Sponsor's privacy practices. Except as otherwise contemplated in these Official Rules, information provided by an Entrant for this Sweepstakes is subject to Sponsor's privacy policy located at <https://cherryroad-media.com/privacy-policy/>. As a condition of entering the Sweepstakes, Entrant gives consent for Sponsor to obtain and deliver Entrant's name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Sweepstakes or on a Sweepstakes Winners list.

#### **11. MISCELLANEOUS:**

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference. If there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or terms, or in these Official Rules, the Official Rules will control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

#### **12. SPONSOR:**

This Sweepstakes is sponsored by **CherryRoad Media Inc., 6 Upper Pond Road, Second Floor, Parsippany, NJ 07054**. Reference to third parties in connection with Prizes or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship, or affiliation with the Released Parties or the Sweepstakes.

#### **13. LIST OF SWEEPSTAKES WINNERS/OFFICIAL RULES REQUESTS:**

Sweepstakes Winners will be posted on [www.cherryroad-media.com/winners](http://www.cherryroad-media.com/winners) following the Sweepstakes Period. Alternatively, you may mail your request for a list of the Sweepstakes Winners along with a stamped, self-addressed envelope to Sponsor by no later than sixty (60) days after the end of the Sweepstakes Period October 2, 2025.