

**YellaWood Five-Star Hero Contest  
Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.  
PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.**

1. **Eligibility:** The YellaWood Five-Star Hero Contest (the "Promotion") is open only to Nominators and Heroes (as defined below) who are legal residents of the following U.S. States: Alabama, Georgia, Florida, Mississippi, Louisiana, Texas, Tennessee, Kentucky, South Carolina, North Carolina, Virginia, Maryland, West Virginia, Delaware, New York, New Jersey, Pennsylvania, Ohio, Indiana, Illinois, Iowa, Missouri, Arkansas, Oklahoma, Kansas, Nebraska and the District of Columbia (the "Territory"), who have reached the legal age of majority in their state of residence, who are located in the Territory at the time of entry, and who have never been convicted of a felony or a crime of moral turpitude. Great Southern Wood Preserving Incorporated ("Sponsor"), SweepstakesPros ("Promotion Administrator") and their respective parent companies, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees, representatives and agents (collectively, "Promotion Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws and is void outside the Territory and where prohibited by law. By participating in this Promotion, entrants agree to abide by and be bound by these Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion, including but not limited to validation of the judging process. Sponsor or Promotion Administrator may require proof of consent at any time and in any manner they deem appropriate. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Promotion ("Official Rules").
2. **Promotion Period:** The Promotion begins at 12:00 a.m. Eastern Time ("ET") on April 15, 2024, and ends at 11:59 p.m. ET on August 16, 2024 (the "Promotion Period").
3. **Nominators & Nominees:** The participant who submits the Entry (as defined below) in this Promotion is referred to herein as the "Nominator" and the person who the Entry is about is referred to herein as the "Nominee or Hero". A Nominator may submit a person who he/she believes qualifies as a Hero. Nominators may only enter Heroes with whom they have an existing personal relationship and can contact if the Hero is selected as a potential winner. A Nominator cannot submit him/herself as a Hero.
4. **How to Enter:** During the Promotion Period visit [www.YellaWoodHero.com](http://www.YellaWoodHero.com) and locate the official entry form. Follow the instructions. Upload a video or submit an essay about an everyday, ordinary American hero who makes a difference, represents patriotism, duty, honor, country, family-values, and/or puts others before themselves (the "Theme.") Complete all required fields and submit the entry form to receive one (1) entry in the Promotion (an "Entry"). Entries must follow the submission requirements set forth herein and comply in all respects with these Official Rules. Nominators may enter as often as they wish, but each Entry must be different, and they must submit a different Hero for each Entry. Heroes may only be entered one time. If a Hero is entered more than one time, only the first eligible entry received will be valid, all other entries for the same Hero will be disqualified. All Entries are subject to a review by Promotion Administrator and Sponsor prior to Sponsor posting online. By submitting your Entry, you represent that your Entry conforms to the submission guidelines set forth herein and with all of these Official Rules, and agree that the Promotion Administrator, in its sole discretion, may remove your Entry and disqualify you from the Promotion if it believes, in its sole discretion, that your Entry fails to conform to the submission requirements or to these Official Rules in any way.

## 5. Conditions of Submission:

### a. Submission Guidelines:

1. The Entry submitted must be created by the entrant alone, be true, and be verifiable.
2. The Entry must be entrant's original creation; modifying, enhancing or altering a third party's preexisting work does not qualify as an entrant's original creation.
3. The Entry must submit a Hero who is a natural, living person the Nominator has an existing personal relationship and with whom a message from the Nominators would not be considered spam.
4. Essays must be two-hundred and fifty (250) words or fewer.
5. Videos must be uploaded in one of the following formats: .mov, .avi, .mkv, .mp4, .m4v, .mpg, .mpeg, .wmv and .3gp and must be between one (1) and two (2) minutes long and no more than 100 MB in size.
6. The Nominator and Hero nominated for each Entry must both reside within the Territory.
7. All Entries must be in English.

- b. **Additional Conditions of Submission:** Any Entry which the Promotion Administrator or Sponsor, in their sole opinion, deem to be inappropriate for publication or inclusion in this Promotion will not be considered or displayed and the corresponding entrant will be disqualified. Entry cannot, in the opinion of the Promotion Administrator or Sponsor: (i) be sexually explicit or suggestive, unnecessarily or overly violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) be obscene or offensive, endorse any form of hate or hate group; (iv) defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; (v) contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (vi) **except for incidental usage, as determined solely by Promotion Administrator, contain or reference trademarks, logos (except Sponsor's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's) of any kind, without permission;** (vii) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; or (viii) be in violation of any law.

By submitting an Entry each entrant represents and warrants that: (i) his/her Entry is the sole and exclusive property of the entrant; (ii) the Entry is an original creation of the entrant; (iii) entrant owns all elements of the Entry; (iv) the Entry has not been copied in whole or in part from any other work; (v) the Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person or entity (including but not limited to rights of privacy or publicity or portrayal in a false light); (vi) the participants depicted in the Entry (if any) have given written consent to its submission into the Promotion and use as contemplated by these Official Rules and entrant can supply proof of permission if requested by Promotion Administrator or Sponsor; (vii) entrant is the parent or legal guardian of all persons under the age of majority in the jurisdiction in which they reside who appear in the Entry (other than entrant, if applicable); (viii) the Entry has not been previously published; (ix) publication of the Entry via various media including web posting, will not infringe on the rights of any third party. Each entrant will indemnify and hold harmless, the Promotion Parties from any claims to the contrary.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITES, IN SPONSOR'S DISCRETION. Posting of an Entry is not an indication that the Entry has won a prize or is otherwise eligible for a prize. **Rights Granted: To the maximum extent permitted by law, your Entry will be the property of Sponsor, and may be displayed, used or altered by Sponsor (or anyone Sponsor**

authorizes) for any purpose without any kind of payment to you. It also means that Sponsor or any of their affiliates may produce, market, sell or otherwise distribute products based on (in whole or in part) your Entry. This means you irrevocably and forever grant and assign to Sponsor all worldwide right, title, and interest in and to your Entry (and all works derived from it) as well as all intellectual property you create by participating in the Promotion. You expressly waive all rights to review or approve any use that Sponsor makes of your Entry in accordance with these Official Rules. By entering, you further agree to waive all rights of attribution and integrity if your Entry is used by Sponsor or anyone Sponsor authorizes, and to waive any moral rights in the Entry.

By entering the Promotion, you agree that your Entry is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas/information contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas/information therein without any compensation to you. You further acknowledge that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, developed by its employees or obtained from sources other than you. Sponsor reserves the right to, and may or may not, monitor/screen Entries prior to posting them to the Website.

By entering the Promotion, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your Entry or for granting the Sponsor any of the rights set out in these Official Rules. You further acknowledge that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Nominators and Heroes. Promotion Administrator and Sponsor reserve the right, in their reasonable discretion, during or upon completion of the Promotion Period, to request that any entrant resubmit his or her Entry prior to any voting or judging period.

6. **Winner Judging:** All eligible Entries will be judged by qualified judges, under the supervision of Promotion Administrator, an independent judging organization, on the basis: sincerity, inspiration and adherence to Theme (collectively the "Judging Criteria"). In the event of a tie in any round of judging, the tied entries will be re-judged by the judges using the same Judging Criteria. If there is a subsequent tie, the tie breaker will be based upon the highest score in the first Judging Criterion, continuing thereafter to each Judging Criterion in order, as needed, to break the tie. The Entry that receives the highest total score, across all Judging Criteria shall be deemed the "Grand Prize Winning Entry". The Grand Prize Winning Entry will be determined on or about August 23, 2024.
7. **Prizes, Approximate Retail Values ("ARV") & Odds of Winning:** One (1) Grand Prize: A trip for four (4) (the Grand Prize Winning Entry Nominator and Hero, one (1) guest of the Nominator, and one (1) guest of the Hero) (the "Travelers") to the 2024 YellaWood 500 at Talladega Superspeedway to be held Sunday October 6, 2024 (the "Race"). Trip includes:
  - a. Round trip airfare for two (2) from the major airport nearest to the Nominator for the Nominator and the Nominator's guest to/from Birmingham, Alabama.
  - b. Round trip airfare for two (2) from the major airport nearest the Hero for the Hero and the Hero's guest to/from Birmingham, Alabama.
  - c. Ground transportation to/from the Birmingham, Alabama airport, the hotel, and the Race/Sponsor-related activities.
  - d. Two (2) hotel accommodation (double occupancy) for 3 days / 2 nights.
  - e. Meals for 4 people at Sponsor-related activities (such as Saturday evening reception, Sunday race, Sunday evening reception). Meals and incremental expenses outside of Sponsor-related activities will be at the expense of the Travelers.
  - f. The following at the Race: Four (4) hot laps for the Travelers, four (4) suite tickets, four (4) VIP garage tours, one (1) VIP driver introductions for the Hero, one (1) recognition of the

winning Hero as the Race Honorary Starter which involves the Hero waving the green flag to start the Race.

- g. A \$10,000 donation on behalf of the Hero to a charity mutually agreed to by the Hero and the Sponsor.

Total ARV of Grand Prize is \$25,000. The Grand Prize value will be awarded and allocated for tax purposes as \$7,500 ARV to the winning Nominator and \$7,500 ARV to the winning Hero. The \$10,000 donation portion of the prize will be paid directly by Sponsor to the selected Charity approved by the Sponsor. Prizes must be accepted as awarded. All characteristics and features of the prizes except as otherwise explicitly stated above are at the Sponsor's sole and absolute discretion. No substitution, cash redemption or transfer of prize(s) is permitted except at Sponsor's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize (or portion thereof) with an equivalent prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prizes, are the sole responsibility of the applicable winners. Arrangements for delivery of prizes will be made after winner validation. Prizes will be awarded only to an address within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor's discretion, unclaimed prizes may not be awarded.

8. **Additional Prize Conditions:** If, in the sole judgment of the Sponsor, air travel is not required due to a winner's proximity to the trip destination, ground transportation may be substituted for round-trip air travel, but no additional compensation will be offered. Taxes, meals, beverages, gratuities, travel upgrades, or any other expenses not specifically listed herein are the responsibility of the Travelers. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights nor any harm nor loss of life which may occur during the trip. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value will depend on airfare fluctuations and point of departure. Any difference between stated value and actual value will not be awarded. Winners' guests must be 18 years of age or older and must sign and return a liability/publicity release as a condition of travel. Dates of trip, location, travel arrangements and accommodations are at Sponsor's sole discretion, and are subject to availability and change. If the Race is postponed or cancelled after travel is booked, only the travel portion of prize will be awarded, and no compensation will be given for event portion of the prize. The actual value of prizes including travel will depend on point of departure and airfare fluctuations. Any difference between stated value and actual value will not be awarded. **Travel dates are 10/5/2024 through 10/7/2024. Nominator and his/her guest must travel on the same itinerary and Hero and his/her guest must travel on the same itinerary. Travelers must comply with all security requirements. If Hero and/or Nominator is unable to travel on dates specified by Sponsor, the Grand Prize will be forfeited in its entirety.** In such event, at Sponsor's sole discretion, an alternate winning Entry may be selected based on the results of the original judging.
9. **Entrant Verification:** In the event of a dispute regarding the identity of a Nominator or Hero, the Entry will be declared made by the natural persons in whose names the Entry was made. The Promotion Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator – including, without limitation, government issued photo identification) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline specified by the Promotion Administrator may result in disqualification of both the Nominator and Hero by the Promotion Administrator, in its sole discretion.
10. **Disqualification:** Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into the Promotion. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the Entries and the responsible entrant(s), as determined by the Promotion Administrator in its sole and absolute discretion. The Promotion Administrator reserves the right, in its

sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.

11. **Notification & Validation of Winners:** Potential winners will each be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit or declaration of eligibility, liability releases, background check forms, tax forms, and where lawful, a publicity release within a stated amount of time. The Sponsor may require the winning Nominator and Hero to complete and pass a background check. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or if a potential winning Hero does not pass a background check, if required, or a determination that a potential winning Nominator and/or Hero is ineligible or not in compliance with these Official Rules as determined by the Promotion Administrator, in its sole and absolute discretion, may result in disqualification of the winning Entry and winners and forfeiture of the corresponding prizes, and the choosing of an alternate winning Entry based on the results of the original judging.
12. **Limitations:** To the fullest extent permitted by applicable law, Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor or Promotion Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, Entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate Entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (ix) any human, or other error, which may occur in in the administration or execution of this Promotion; or (x) cheating or fraud by any participant. All incomplete or non-conforming Entries (as determined by the Promotion Administrator in its sole and absolute discretion) will be disqualified.
13. **Background Checks:** The winning Nominator and Hero may be required to submit to, and cooperate in, a background check to confirm eligibility and to help ensure that the use of any such person in this Promotion will not reflect unfavorably on the Promotion Parties ("Unfavorable Entrants"), as determined in their sole discretion. Nominator and/or Hero convicted of felonies or any crime of moral turpitude or determined by Promotion Parties to be Unfavorable Entrants will be disqualified.
14. **Modification, Suspension and Termination:** If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, legal mandate, social media mandate, pandemic, epidemic or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/or modify, suspend and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator may select the winners from among all applicable eligible, non-suspect entries received as of the time/date of termination using the judging procedures listed in these Official Rules.
15. **Releases:** By participating in this Promotion, entrants agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, that all 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; (b) to release, defend, indemnify and hold harmless the Promotion Parties and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the

acceptance, possession, use or misuse of any prize received in this Promotion or the use of any photo, video or entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

16. **Publicity:** Winners may be requested to participate in promotional activities, including but not limited to interviews, photo sessions, and social media features, as reasonably requested by the Sponsor, without any additional compensation, unless prohibited by law. Except where prohibited, participation in the Promotion constitutes each entrant's permission for the Sponsor and its agencies to use their names, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
17. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <https://www.yellowood.com/privacy-policy/>. By entering this Promotion, each entrant agrees that the Sponsor, its agents and/or representatives (including the Promotion Administrator) may store, share and use the personal information submitted with the Entry for the purpose of administering the Promotion and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law.
18. **Choice of Law, Jurisdiction and Notice:** 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. By entering, entrants (and each entrant's parent or legal guardian if entrant is a minor) irrevocably consent to the exclusive jurisdiction of the federal and state courts located within the county of Santa Clara, California for any action, suit or proceeding arising out of or relating to this Promotion. These Official Rules are protected by U.S. and International copyright laws. Reproduction and distribution of these Official Rules without written permission from the Promotion Administrator is prohibited. Copr. 2024 Promotion Administrator.
19. **Severability & Conflicts:** 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 shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Promotion Administrator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
20. **Winners' List:** To view the winners' list for this Promotion, please visit <https://certified.promotrust.com/Yellowood/FiveStarHeroContest/winners>. The winners' list will be available after winner validation has been completed.
21. **Third Party Rights:** All trademarks used herein are the property of their respective owners. Manufacturers of the prizes offered in this Promotion do not sponsor or endorse this Promotion and are not affiliated with the Sponsor or Promotion Administrator in any way.
22. **Sponsor:** Great Southern Wood Preserving Incorporated, Abbeville, Alabama.
23. **Promotion Administrator:** This Promotion is administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070. Mail-in entries are not accepted at this address. All comments, questions and complaints regarding this Promotion must be directed to the Promotion Administrator only.