

## OFFICIAL RULES AND REGULATIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. SWEEPSTAKES PERIOD: Starts April 15, 2021, and ends on June 30, 2021, at 5:00 PM CDT (the "Sweepstakes Period").
2. ELIGIBILITY: To enter the Sweepstakes, you must also be a legal resident of the fifty (50) United States or the District of Columbia who is 18 years of age. Sweepstakes is void where prohibited. Persons in any of the following categories are NOT eligible to participate or win prizes: (a) any person who, at any time on or after April 15, 2021, was or is a director, officer, or employee of Kemin Industries, Inc. (collectively, the "Sponsors"), or their respective parents, subsidiaries, affiliates, franchisees, service agencies or advertising and promotion agencies; (b) individuals engaged in the development, production or distribution of materials for the Sweepstakes or engaged in the administration or execution of this Sweepstakes (collectively, with the entities in 2(a), the "Sweepstakes Entities"), and (c) persons who reside in the same household (i.e., live in the same household for at least 3 of the 12 months preceding the start of the Sweepstakes Period, whether related or not) as any person in any of the preceding categories. Citizens of Canada are not eligible to enter this Sweepstakes.
3. HOW TO ENTER: Enter by completing the online form at [kemin.com/beattheheat](http://kemin.com/beattheheat). You may enter up to six (6) times using up to six (6) unique code words that you receive by mail or email. Your entries will allow you to participate in the Sweepstakes Draw (see Rule #4 below for details). All registrations must be submitted by June 30, 2021, at 5:00 PM CDT to be entered into this Sweepstakes. All entries become property of the Sponsors and will not be returned. There is a limit of six (6) entries per member/person in the Sweepstakes.
4. SWEEPSTAKES DRAWS: There will be a total of 1 (one) Sweepstakes Draw. At the close of business on the last day of the Sweepstakes Period, a KANA Marketing Department representative (the "Sweepstakes Judges") will randomly draw one (1) entry to determine one (1) potential winner (a "Potential Winner") from among all eligible entries received for the applicable Sweepstakes Draw (i.e. at or before 4:59:59 PM on the Day in respect of which the draw is being conducted). The odds of winning depend on the total number of eligible entries received for the applicable Sweepstakes Draw. Each Potential Winner will be eligible to win a Sweepstakes prize, subject to verification of eligibility and compliance with these Official Rules.
5. SWEEPSTAKES PRIZES (1): At the onset of the Sweepstakes, there is 1 (one) prize available to be won, the prize consisting of one (1) recteq® RT-700 wood pellet grill. (Approximate Retail Value ("ARV"): USD \$1,199.00 each).

Total ARV of prizes available to be won: USD \$1,199.00 assuming all winners are U.S. residents.

Prizes are not transferable, or redeemable for cash, and must be accepted as awarded, with no substitutions of any kind, except by the Sponsors, which reserve the right to substitute a prize (or portion thereof) with one of comparable or greater value, at their sole discretion. All federal, provincial, local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are each Winner's responsibility. All prize details are at the Sponsors' sole discretion.

6. HOW TO CLAIM YOUR PRIZE: Potential Winners will be contacted by phone, mail or email with instructions on how to claim the prize. If applicable, prizes won by an entrant who is at least 18 but still considered a minor in his/her jurisdiction of residence will be awarded to a parent or legal guardian of such minor, who must sign and return all required documentation outlined herein and otherwise comply with all requirements imposed on Winner(s) set forth herein. If any Potential Winner is found to be ineligible or not in compliance with these Official

Rules, declines to accept the prize, if Sponsors are unable to contact a Potential Winner within a five-day period, or in the event that a prize notification or prize is returned undeliverable, the prize will be forfeited by that Potential Winner ( a "Disqualified Potential Winner") and, at the Sponsors' sole discretion, prize may be awarded to an alternate Winner (and the Disqualified Potential Winner's entry will not be rolled over to successive Daily Sweepstakes Draws for this Sweepstakes). Each Potential Winner (or parent/legal guardian where applicable) may be required to furnish proof of identification to determine eligibility. Before being declared a Winner, Potential Winner (or parent/legal guardian where applicable), may be required to execute and return an Affidavit of Eligibility/Liability & Publicity Release and a W9 form (for U.S. residents) within fifteen (15) business days from the time they are postmarked as having been sent by the Sponsors' representative or the prize will be forfeited. Allow 6-8 weeks for verification and shipment of your prize. Sweepstakes Entities shall not be held responsible for any delays in awarding prizes for any reason outside of their control. Prizes will only be delivered to verified Winners. By accepting a prize, each Winner consents to the use of his/her name, address (city and state/province/territory of residence), voice, and statements relating to the Sweepstakes or Sponsors, and photographs or other likenesses, without further compensation, notification or permission in any publicity or advertising carried out by Sponsors or any related entities in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.

#### **CONDITIONS OF ENTRY:**

7. By entering, entrants (i) acknowledge compliance with these Official Rules including all eligibility requirements and, (ii) agree to be bound by the decisions of the Sponsors and/or Sweepstakes Judges, made in their sole discretion, which shall be final and binding in all matters relating to this Sweepstakes. Entrants who have not complied with these Official Rules are subject to disqualification and all associated entries will be void.
8. The Sponsors reserve the right to disqualify any entrant's registration in the Sweepstakes (and void all associated entries) or entitlement to a prize, if, in the sole discretion of the Sponsors, they determine or suspect that the entrant has attempted to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other fraudulent, deceptive or unfair playing practices.
9. As a condition of entering, entrants (or their parents or legal guardians if eligible minors) agree: (a) to release Sweepstakes Entities from any and all liability, loss or damage incurred with respect to participating in the Sweepstakes or the awarding, receipt, possession, and/or use or misuse of any prize, (b) that under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will entrants be entitled to receive attorneys' fees and court costs.
10. Sponsors reserve the right in its sole discretion to cancel, modify or suspend this Sweepstakes (or portion thereof) at any time, if fraud or any other errors or other causes corrupt the administration, security, integrity or proper play of the Sweepstakes. In the event of cancellation, Sponsors reserve the right to select the Winner(s) for the Daily Sweepstakes Draw(s) at issue from among all eligible, non-suspect entries received for the applicable Daily Sweepstakes Draws(s) up to time of such cancellation.

#### **DISCLOSURES:**

11. Any attempt by an entrant or other individual, to deliberately damage any website or undermine the legitimate operation of this Sweepstakes, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, Sponsors reserve the right to seek remedies and damages (including attorneys' fees) from any such individual, to the fullest extent permitted by law, including criminal prosecution.

Entrant engaging in any of the foregoing activities may be disqualified (and all associated entries will be void) and will forfeit any prize(s) won.

12. .By participating in the Sweepstakes, entrants agree to release, defend and hold harmless Sponsor, Administrator and their respective officers, directors, managers, members, employees agents, subsidiary companies, affiliates, advertising and promotional agencies, successors and assigns (collectively, the "Released Parties"), from and against any and all claims or causes of action arising out of participation in the Sweepstakes or receipt, use or misuse of any prize, including but not limited to: (i) unauthorized human intervention in the Sweepstakes; (ii) technical errors related to computers, servers, providers or telephone or network lines; (iii) printing or typographical errors; (iv) lost, late, postage-due, misdirected or undeliverable mail; (v) errors in the administration of the Sweepstakes, the processing of entries or announcement of the prize; (vi) injury or damage to persons or property which may be caused, directed or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt, use or misuse of any prize, including any prize-related travel; or (vii) claims based on publicity rights, defamation, or invasion of privacy. Under no circumstances will an entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, exemplary, special, incidental, direct, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for the actual out-of-pocket expenses (other than attorneys' fees and litigation costs) as set forth in the preceding clause (a), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor,
13. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Iowa without regard to Iowa or any other conflicts of law principles. All entrants consent to the jurisdiction and venue of the federal, state and local courts for Des Moines, Iowa. ANY RIGHT TO A TRIAL BY JURY AND A TRIAL BY JURY IS WHEREBY WAIVED.
14. 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 particular, Sponsors' employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules in any manner whatsoever
15. This Sweepstakes is subject to all federal, state/provincial, territorial, local and municipal laws.
16. This Sweepstakes is sponsored by Kemin Industries, Inc., 1900 Scott Avenue, Des Moines, Iowa 50317 and is in no way sponsored, endorsed, or administered by or associated with recteq LLC. recteq is a registered trademark of recteq LLC.
17. For a list of the prize Winners (available after Wednesday, July 7, 2021), send a self-addressed postage stamped envelope to "Kemin Dairy Beat the Heat Campaign", 1900 Scott Avenue, Des Moines, IA 50315, to be received by KANA Marketing Department. Winners' list will be sent after all prizes have been awarded.
18. By entering the sweepstakes, each entrant agrees to all of the terms and conditions of Sponsor's Privacy Policy. Please see the security and privacy policy (the "Privacy Policy") for details of Kemin's policy regarding the use of personal information collected when an entrant "opts in" to being contacted by Kemin. Personal information collected from entrants will be used by the Sponsors for the purpose of administering this Sweepstakes, unless entrant has elected to receive additional information and promotional material from Sponsors or a third party. To review our privacy policy, please visit our web site at [www.kemin.com](http://www.kemin.com).