

## STAFFMARK JOB FEST EMPLOYEE SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**WHERE PERMITTED BY LAW, ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

By participating in **Staffmark Job Fest Employee Sweepstakes** (the "Sweepstakes"), you (the "Entrant") agree to abide by these Official Rules and the decisions of Staffmark Investment LLC (the "Sponsor") and US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") which are final and binding in all matters related to the Sweepstakes, and release the Sponsor and Sweepstakes Administrator from any and all liability, loss or damage of any kind arising out of or in connection with your participation in this Sweepstakes or with respect to the awarding, receipt, possession, use and/or misuse of any prize. Winning a prize is contingent on fulfilling all requirements in these Official Rules.

**ELIGIBILITY: The Sweepstakes is not open to the general public.** The Sweepstakes is only open to temporary employees of Staffmark Investment LLC excluding in-house temporary employees (temporary employees doing internal work, not assigned to customer) and temporary Technical/Professional employees (temporary employees assigned to IT, management, accounting, engineering and other professional positions.) of the Sponsor who a) age 18 and older; and b) a legal resident of one of the following states: Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Virginia, Washington, West Virginia and Wisconsin at the time of entry. Void outside the eligible listed states United States, in Puerto Rico, all other U.S. territories and possessions and wherever else prohibited by law. Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Entrants must be a current eligible temporary employee of Staffmark Investment LLC at the time of entry and prize award to be eligible.

**SWEEPSTAKES ENTRY PERIODS:** The Sweepstakes begins on Monday, October 4, 2021 ends on Sunday, December 19, 2021 (the "Sweepstakes Period"). Within the Sweepstakes Period, there are eleven (11) Weekly Entry Periods (each, a "Weekly Entry Period") and eleven (11) corresponding Weekly Random Drawings (each, a "Drawing") as defined in the "Weekly Entry Periods & Drawings Schedule" below. Entries must be received during a Weekly Entry Period to be eligible for that Weekly Entry Period's drawing and prize. Non-winning entries for a Weekly Entry Period will not roll over to subsequent Weekly Entry Periods. Sponsor's computer is the official timekeeping device for this Sweepstakes.

Weekly Entry Period	Weekly Entry Period Start Date: 12:00:01 AM ET on	Weekly Entry Period End Date: 11:59:59 PM ET	Weekly Mail-In Entry Received By Date: 11:59:59 PM ET on	Weekly Entry Period Drawing Date: on or about
1	10/04/21	10/10/21	10/18/21	10/20/21
2	10/11/21	10/17/21	10/25/21	10/27/21
3	10/18/21	10/24/21	11/01/21	11/03/21
4	10/25/21	10/31/21	11/08/21	11/10/21
5	11/01/21	11/07/21	11/15/21	11/17/21
6	11/08/21	11/14/21	11/22/21	11/24/21
7	11/15/21	11/21/21	11/29/21	12/01/21
8	11/22/21	11/28/21	12/06/21	12/08/21
9	11/29/21	12/05/21	12/13/21	12/15/21
10	12/06/21	12/12/21	12/20/21	12/22/21
11	12/13/21	12/19/21	12/27/21	12/29/21

**HOW TO ENTER:** There are two (2) ways to enter:

**Method #1: Hours Entry.** Eligible participants who work 36 hours or more during any given Weekly Entry Period will automatically receive one (1) entry (the “36 Hours Entry”) in the corresponding Weekly Entry Period’s Drawing.

**Method #2: Mail-In Entry.** Eligible participants may enter without working 36 hours or more during a Weekly Entry Period by clearly printing their full name, complete home address, email address, phone number on a sheet of paper and mailing that sheet of paper in an addressed envelope (the “Mail-In Entry”) to: Staffmark Job Fest Employee Sweepstakes, PO Box 776, Social Circle, GA 30025-776. Mail-In Entries must be mailed separately and must be postmarked during a Weekly Entry Period and received by the corresponding Mail-In Received By Date indicated in the Weekly Entry Periods & Drawings Schedule above to be included in that Weekly Entry Period’s Drawing.

36 Hours Entry and Mail-In Entry are collectively referred to herein as “Entries” or “Entry”.

**Regardless of the method of entry, there is a limit of one (1) Entry per person, per Weekly Entry Period.** All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned. Photocopied, illegible, or mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:**

**Grand Prizes:** There is one (1) Grand Prize available to be won. Grand Prize winner will receive winner’s choice of a Tesla Model 3 Standard Range, along with destination charge, sales tax and local fees and \$1,000 paid by check to the winner towards the first year of insurance (ARV \$45,245) OR \$40,000.00 in cash. **The maximum ARV of Grand Prize: \$45,245. ARV is as of date of drafting these Official Rules. The difference in value of prize as stated herein and value at time of prize notification/award, if any, will not be awarded.** Sponsor is not responsible for delays in delivery of the Tesla (the “Vehicle”). Winner must take delivery of Vehicle

from the automobile dealership designated by the Sponsor. Sponsor shall use best efforts; however, to select a dealership that is close to Prize winner's primary residence. Vehicle will be available with standard equipment, as designated by the Sponsor; any upgrades and options are at the sole expense of the winner. Color, package, factory options, and other prize specifics to be determined by Sponsor in its sole discretion and are subject to availability. Sponsor reserves the right, in its sole discretion, to require the winner to select the Vehicle from available dealer stock. **Winner shall bear all risk of loss or damage to the Vehicle after it has been delivered to the specified delivery site.** Winner will be responsible for any and all costs associated with the collection and use of the Vehicle, including but not limited to, optional equipment, freight and dealer prep, title, license, insurance, registration fees, other applicable taxes and any travel and transportation costs associated with collecting the Vehicle. All other costs not specifically stated herein are the responsibility of the winner. Winner must personally retrieve the Vehicle within 30 days of written notification of delivery. **Winner must have proof of a valid U.S. driver's license from his or her State or place of residence in the United States and proof of insurance to take delivery of Vehicle; noncompliance may result in forfeiture of prize.**

**Weekly First Prizes:** There are seventy-seven (77) Weekly First Prizes available to be won; seven (7) Weekly First Prize winners per Weekly Entry Period. Each Weekly First Prize winner will receive \$250 gift card. The approximate retail value (ARV) of each Weekly First Prize is \$250.

**Weekly Second Prizes:** There are seventy-seven (77) Weekly Second Prizes available to be won; seven (7) Weekly Second Prize winners per Weekly Entry Period. Each Weekly Second Prize winner will receive \$100 gift card. The ARV of each Weekly Second Prize is \$100.

**Weekly Third Prizes:** There are seventy-seven (77) Weekly Third Prizes available to be won; seven (7) Weekly Third Prize winners per Weekly Entry Period. Each Weekly Third Prize winner will receive \$50 gift card. The ARV of each Weekly Second Prize is \$50.

**The total ARV of all prizes available to be won per Weekly Entry Period: \$2,800.**

**The total maximum ARV of all prizes available to be won during the Sweepstakes Period: \$48,045.**

There is a limit of one (1) Weekly Prize per person per the Sweepstakes Entry Period. Odds of winning will depend upon the total number of eligible entries received per Weekly Entry Period or for the Grand Prize per the Sweepstakes Period.

**RANDOM DRAWINGS:** Random Drawings will be conducted by the Sweepstakes Administrator, an independent representative of the Sponsor, whose decisions are final. The potential winners will be selected in a series of random drawings from among all eligible entries received within the corresponding Weekly Entry Period on or about the corresponding Random Drawing Date indicated in the Weekly Entry Period & Drawings Schedule in the "Sweepstakes Entry Periods" section of these Official Rules.

## **WINNER NOTIFICATION & VERIFICATION**

**Grand Prize winner:** Potential Grand Prize and First Prize winners will be notified by the Administrator via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver and where allowable, a Publicity Release (collectively, "the Releases"). Noncompliance will result in disqualification and an alternate winner may be selected.

**Weekly Prize winners:** Potential Weekly Prize winners will be notified by phone. Weekly Prizes will be awarded within four (4) to six (6) weeks of winner being notified. Prizes will be awarded in the form of a gift card.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

**PRIZE CONDITIONS:** Weekly Prizes are not redeemable for cash. Prizes are not assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Grand Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any). Once the prize has been delivered to the winner's provided address, the prize is considered awarded.

Gift cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Winners are responsible for all federal, state, local and income taxes associated with winning prize.

**GENERAL:** Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, their direct or indirect affiliated companies and franchises, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prizes offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Released Parties not responsible for

any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any promotion it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND 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 internal laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Hamilton County, Ohio and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Hamilton County, Ohio. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Hamilton County, Ohio. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.staffmarkgroup.com/privacy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see [www.worknowandwin.com](http://www.worknowandwin.com) or send a self-addressed, stamped envelope by December 29, 2021 to: Staffmark Job Fest Employee Sweepstakes Official Rules Request, PO Box 654, Social Circle, GA 30025-654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners, send a stamped, self-addressed envelope (no later than January 26, 2022), to: Staffmark Job Fest Employee Sweepstakes Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-654.

**SPONSOR:** Staffmark Investment LLC, 201 E 4<sup>th</sup> Street, Suite 800, Cincinnati, OH 45202.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044