

## Official Rules

### Rutter's Cups For A Cause Contest

1. **Contest Host.** C H R Corp. d/b/a Rutter's ("Rutter's") is the host of the **RUTTER'S CUPS FOR A CAUSE CONTEST** ("Contest"), which has a principal address of 2295 Susquehanna Trail, Suite C, York, Pennsylvania, 17404.
2. **Contest Description.** Subject to these Official Rules, Participants will be able to design a Rutter's reusable cup. One Eligible Participant will be selected as the Winner, who will have his/her design featured on our next reusable cup sold in all Rutter's stores! The best part: all proceeds from the cups purchased will be donated to the Winner's charity of choice!<sup>1</sup>
3. **Eligibility.** To be eligible to participate in the Contest, you must satisfy the following criteria:
  - A. be eighteen (18) years of age or older and complete the Consent Form; or
  - B. be younger than eighteen (18) years of age and a parent or legal guardian completes the Consent Form; and
  - C. not be a Rutter's (or a Rutter's affiliate's) employee or immediate family member of a Rutter's employee; and
  - D. complete and agree to all of the required forms and rules.
4. **Contest Period.** The Contest begins on August 1, 2022 and ends August 31, 2022 ("Contest Period").
5. **Entry into the Contest**
  - A. To enter the Contest, complete the following steps:
    - i. Access the forms required to enter the Contest at [rutters.com/community](http://rutters.com/community) (the "Website") or from your nearest Rutter's location.
    - ii. Register for the Contest by filling out forms provided, which include the Consent Form and the Design Form.
    - iii. Eligible Participants shall submit their forms, which shall constitute an Entry, by one of the following methods: (i) submitted as a PDF, JPG, or JPEG and sent via email to [submissions@rutters.com](mailto:submissions@rutters.com) with subject line: "Cups For A Cause Contest Entry"; or (ii) submitted by mail to:  
ATTN: Rutter's Advertising  
2295 Susquehanna Trail  
Suite C  
York, PA, 17404
  - B. Each Eligible Participant shall be limited to one (1) Entry during the Contest Period.
  - C. Entry must comply with the following:

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<sup>1</sup> The charity must be a 501(c)(3) nonprofit organization, and Rutter's reserves the right to approve or deny the chosen charity at its discretion.

- i. must be an original work of art in any of the following media/formats: drawing, painting, mixed-media, or digital;
- ii. must not contain copyrighted material;
- iii. must not contain threatening, offensive, or abusive material; and
- iv. must otherwise be in full compliance with these Official Rules.

D. **Entries must be received by 11:59 p.m. on August 31, 2022.** All required entry information must be completed in full to be considered. Proof of delivery or receipt of any kind of Entry will not be deemed by Rutter's as proof of Entry. Any attempted form of Entry other than as described herein is void. Entries that contain information that is not reasonably pertinent, as determined by Rutter's in its sole discretion, or is otherwise in violation of these Official Rules may be disqualified. As determined by Rutter's any Entry that includes obscenities, objectionable material, defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringes upon any third party's personal or proprietary rights, will be disqualified. Entries that are incomplete, illegible, or corrupted are void and will not be accepted. Normal time, toll, connection and usage rates, if any, charged by your internet service provider, in addition to postage or any fees relating to mailing in an Entry, will be the responsibility of the Participant. For your Entry to be valid, you must acknowledge reading, accepting, and agreeing to all terms and conditions set forth in these Official Rules.

6. **Winner.** Eligible Entries will be judged by Rutter's designated representative(s) (collectively "Judges"). The Judges will determine the Winner in their sole discretion. There shall only be one (1) Winner. **The Winner will be announced on Rutter's social media accounts on September 9, 2022.**
7. **Prize.** The Winner will have his/her design featured on Rutter's next reusable cup sold in all Rutter's stores (the "Prize"). All proceeds from the cups purchased will be donated to the winner's charity of choice. The chosen charity is subject to approval by Rutter's, and it must be a 501(c)(3) nonprofit organization.
8. **Grant of Rights.** Each Participant unconditionally assigns and transfers all rights, title, interest, claim, ideas, concepts, copyrighted materials, and trademarks contained in any Entry submitted, whether complete or incomplete, in the Contest. Participant unconditionally assigns and transfers to Rutter's all rights, title, interest, and/or claim, which he/she now has, or may in the future have to his/her Entry (including any and all art submitted by the Participant). Rutter's has the right to use, assign, modify, edit, adapt, dispose of, and electronically alter Participant's Entry, including but not limited to, to appear in promotional and/or commercial materials, as well as to reproduce it, in whole or in part, without compensation or additional consent from Participant, or any third party.
9. **Limitations of Liability and Release.** Participant and anyone claiming on Participant's behalf releases and forever discharges Rutter's, its parent companies and affiliates, and their respective successors, officers, employees, representatives, partners, agents, and anyone claiming through them (collectively, the "Contest Entities"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreement, disputes, demands, damages, attorneys' fees, and causes of action of any nature and kind, known or unknown, which Participant

has or ever had or may in the future have against Rutter's or any of the Contest Entities ("Claims") arising out of or relating to Participants participation, or attempted participation, in the Contest. Further, Releasor shall indemnify and defend the Contest Entities, in their individual and/or corporate capacities from any and all Claims brought by any party arising out of or relating to Participants participation, or attempted participation, in the Contest.

10. **Publicity Release.** Participation in Contest and/or acceptance of a Prize constitutes permission for Rutter's to use, without notice or further compensation, worldwide and in perpetuity, any Participant's Entry, photo, likeness, biographical information, statement, and voice in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Website or the Contest or other promotions, and Participant hereby releases the Contest Entities from any liability with respect thereto.
11. **General.** By participating, Participants agree to these Official Rules, which are final and binding in all respects. Unclaimed Prizes will not be awarded. Winners must comply with any and all requirements and limitations associated with the use of the Prize. If for any reason the Contest is not capable of running as planned, Rutter's reserves the right, at its sole discretion, to cancel, modify, or suspend the Contest.
12. **Governing Law; Venue.** These Official Rules shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law provisions therein, and all parties irrevocably submit to the exclusive jurisdiction of York County and the Middle District courts of Pennsylvania.