

HINER & Partners, Inc. Sweepstakes Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

1. Eligibility: Sweepstakes (the “Sweepstakes”) is open only to those who sign up after completing the Regional Climate Protection Authority survey, or who provide their contact information as noted under “How to Enter,” and who are age 18 as of the date of entry. The sweepstakes is only open to Sonoma and Mendocino County residents who are legal residents of the U.S. and is void where prohibited by law. Employees of Regional Climate Protection Authority and HINER & Partners, Inc. (the “Sponsors”), their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited. No purchase is necessary to enter.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of HINER & Partners, Inc. as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.

3. Sweepstakes Period: Entries will be accepted online starting on or about **March 22nd, 2023** and ending on or about **April 26th, 2023**. All entries must be received by **April 26th, 2023** 11:59PM, Pacific Time.

4. How to Enter: The Sweepstakes must be entered by completing the contact information following the survey, or by sending a sheet of paper with the words “I wish to participate in the Regional Climate Protection Authority Survey Drawing,” along with your name, address and telephone number and a stamped, pre-addressed envelope to HINER & Partners, Inc., 1605 E. 4th St., Suite 200, Santa Ana, CA 92701.

Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of HINER & Partners, Inc. You may enter only once, and you must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of HINER & Partners, Inc.

5. Prizes: Winners will receive **one of two checks for \$500 OR one of 20 checks for \$100**. All prizes will be awarded. The prize is nontransferable. Any and all prize-related expenses, including without limitation, any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted.

6. Odds: The odds of winning depend on the number of eligible entries received. **The odds of winning \$500 are about one in 1,000; the odds of winning \$100 are about one in 100.**

7. Winner selection and notification: Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsors. **Two winners of \$500** each will be selected at random from all survey participants (**approximately 2,000**) **OR 20 winners of \$100** will be selected at random from all survey participants (**approximately 2,000**). Winners will be notified via email to the email address they entered the Sweepstakes and/or by telephone within five (5) days following the winner selection. A check for the amount won will be sent by U.S. mail within 10 business days of Sponsors contacting the winner. Sponsors shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize

within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected. Winners will be selected on or about **April 30th, 2023**.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by you: By entering this content you understand that the Sponsors, anyone acting on behalf of the Sponsors, or their respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: Sponsors reserve the right, in their sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in their sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsors may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsors. Sponsors reserve the right at their sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions.

Sponsors have the right, in their sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law.

10. Limitation of Liability: By entering you agree to release and hold harmless Regional Climate Protection Authority and HINER & Partners, Inc. and their subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF the United States AND the State of California, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages,

including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

12. Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: HINER & Partners, Inc., 1605 E. 4th Street, Suite 200, Santa Ana, CA 92701. Requests must be received no later than **July 30th, 2023**.

13. Sponsor: The Sponsor of the Sweepstakes is HINER & Partners, Inc., 1605 E.4th St., Suite 200, Santa Ana, CA 92701.