

## RISE ABOVE THE HORIZON SWEEPSTAKES OFFICIAL RULES

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

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

**SWEEPSTAKES ENTRY PERIOD:** The Rise Above the Horizon Sweepstakes (the "Sweepstakes") begins at 8:00 AM Eastern Time ("ET") on Monday, September 19, 2022 and ends at 4:30 PM ET on Friday, December 30, 2022 (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open individuals who, at the time of entry, are age 18 and older, and are legal residents of the following counties within the states of Delaware, Maryland, Pennsylvania, Virginia and West Virginia:

- Any county within the state of Delaware.
- The following counties within the state of Maryland: Baltimore County, Caroline County, Carroll County, Cecil County, Dorchester County, Frederick County, Harford County, Howard County, Kent County, Montgomery County, Queen's Anne County, Somerset County, Talbot County, Washington County, Wicomico County, and Worcester County.
- Any county within the state of Pennsylvania;
- The following counties within the state of Virginia: Accomack County, Clarke County, Frederick County, Northampton County, Page County, Shenandoah County and Warren County.
- The following counties within the state of West Virginia: Berkeley County, Brooke County, Hancock County, Jefferson County, Marshall County, Morgan County and Ohio County.

Void outside these geographic areas and wherever else prohibited by law. Employees and Directors of Horizon Farm Credit (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

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

**Method #1: Loan Entry.** Eligible participants who have submitted an application for a consumer or non-consumer loan with Horizon Farm Credit between 8:00 AM ET on August 1, 2022 and 4:30 PM ET on December 30, 2022 and have been approved for the loan by 4:30 PM ET on January 31, 2023 will automatically receive one (1) entry into the Sweepstakes (the "Loan Entry").

**Method #2: Free, Alternate Method of Entry ("AMOE") / Mail-in Entry.** To enter without applying for a loan, mail a postcard (the "Mail-In Entry"), including your name, complete address, email address and phone number to applicable address below to receive one (1) entry into the Sweepstakes:

- **Delaware Residents may mail to:** The Rise Above the Horizon Sweepstakes—Delaware Prize Pool, PO Box 776, Social Circle, GA 30025-0776.
- **Maryland Residents may mail to:** The Rise Above the Horizon Sweepstakes—Maryland Prize Pool, PO Box 776, Social Circle, GA 30025-0776.
- **Pennsylvania Residents may mail to:** The Rise Above the Horizon Sweepstakes-- Pennsylvania Prize Pool, PO Box 776, Social Circle, GA 30025-0776.
- **Virginia Residents may mail to:** The Rise Above the Horizon Sweepstakes—Virginia Prize Pool, PO Box 776, Social Circle, GA 30025-0776.
- **West Virginia Residents may mail to:** The Rise Above the Horizon Sweepstakes—West Virginia Prize Pool, PO Box 776, Social Circle, GA 30025-0776.

Each Mail-In Entry must be mailed separately and must be postmarked between September 19, 2022 and February 1, 2023, and received by February 8, 2023. Photocopied, illegible, or mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

Loan Entry and Mail-In Entry collectively referred to herein as “Entry” or “Entries”. **Limit:** **Regardless of the method of entry, there is a limit of one (1) Entry per person.** 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.

**RANDOM DRAWINGS:** Random Drawings will be conducted on or about **Monday, February 13, 2023** by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final. Prior to randomly selecting the Grand Prize winners, all eligible entries will be separated into the following five (5) Prize Pools based on the state of residence of each entrant:

- Delaware Prize Pool: Eligible entries received from entrants who reside in the state of Delaware will be included in the random drawing for the Delaware Prize Pool’s Grand Prize.
- Maryland Prize Pool: Eligible entries received from entrants who reside in the state of Maryland will be included in the random drawing for the Maryland Prize Pool’s Grand Prize.
- Pennsylvania Prize Pool: Eligible entries received from entrants who reside in the state of Pennsylvania will be included in the random drawing for the Pennsylvania Prize Pool’s Grand Prize.
- Virginia Prize Pool: Eligible entries received from entrants who reside in the state of Virginia will be included in the random drawing for the Virginia Prize Pool’s Grand Prize.
- West Virginia Prize Pool: Eligible entries received from entrants who reside in the state of West Virginia will be included in the random drawing for the West Virginia Prize Pool’s Grand Prize.

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:** There are five (5) Grand Prizes available to be won; one (1) Grand Prize per Prize Pool, as defined above. Each Grand Prize winner will receive one (1) Agricultural Drone with corresponding perpetual software license. **The ARV of each Grand Prize is: \$13,950.** 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. Prize will be shipped to winner’s residence within 45 days after all winners are verified. Sponsor is not responsible for delays in delivery of the prize. The prize will be available

with standard equipment, as designated by the Sponsor, without any upgrades or options. Winner shall bear all risk of loss or damage to prize after it has been delivered and winner will be responsible for any and all costs associated with use of the prize. Winner will be responsible for following all FAA and local regulations regarding use and operation of a drone in the United States.

**The total ARV of all prizes available to be won: \$69,750.**

There is a limit of one (1) prize per person. Odds of winning will depend upon the total number of eligible entries received per Prize Pool.

**WINNER NOTIFICATION & VERIFICATION:** The potential Grand Prize winners will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected.

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:** Prizes are not redeemable for cash, 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.

**SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Winners will be required to furnish their Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are 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.

**GENERAL:** Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, Horizon Farm Credit and their affiliated companies, 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 promotion, and the acceptance and use/misuse of the prize 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. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. 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, entrant (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. Failure to comply with these official rules may result in disqualification from 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 sweepstakes 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 prize 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. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**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 Pennsylvania, 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 Cumberland County, Pennsylvania 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 Cumberland County, Pennsylvania. 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 Cumberland County, Pennsylvania. 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.horizonfc.com/privacy-security>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <https://horizonfc.com/drone> or send a self-addressed, stamped envelope by February 13, 2023, to: **The Rise Above the Horizon Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after February 13, 2023), send a stamped, self-addressed envelope (no later than March 13, 2023) to: **The Rise Above the Horizon Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

**SPONSOR:** Horizon Farm Credit, 300 Winding Creek Blvd, Mechanicsburg, PA 17050.

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

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