Sweepstakes Terms and Conditions

Official Rules for all Shamrock Trading Corporation Sweepstakes (including affiliates and subsidiaries)

NO PURCHASE OR PAYMENT IS NECESSARY. A PURCHASE OR PAYMENT DOES NOT INCREASE YOUR CHANCES OF WINNING.

These Official Rules (the "Official Rules") apply to all sweepstakes conducted by Shamrock Trading Corporation, including any of its affiliates or subsidiaries ("Shamrock"). Each individual sweepstakes (the "Sweepstakes") will be announced via public web page (the "Sweepstakes Post"). A Sweepstakes Post will include how to enter, the entry deadline, the drawing date, and the prize(s)/value(s). All information contained in a Sweepstakes Post is incorporated herein by reference.

I. ELIGIBILITY.

Open only to legal residents of the fifty (50) United States (and the District of Columbia), 18 or older. Void where prohibited by law. Proof of residency and age may be required. Employees, agents, officers, and directors of Sponsor and any respective subsidiaries, affiliates, and advertising and promotion agencies ("Released Parties") and members of their immediate family (spouse, parent, children, siblings, and their respective spouses, regardless of where they reside) and persons living in the same household at least three (3) months a year, whether or not related, are not eligible. Subject to all applicable federal, state, and local laws. To enter the Sweepstakes or receive a prize, you must fully comply with the Official Rules and Sweepstakes Post. By entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of Sponsor, whose decisions shall be final and binding in all respects relating to this Sweepstakes.

II. <u>SPONSOR.</u>

Shamrock Trading Corporation, including any of its affiliates or subsidiaries, 9300 Metcalf Ave, Overland Park, KS 66212 ("Sponsor").

III. ENTRANT.

Each person who enters the Sweepstakes is referred herein as an "Entrant,"

IV. TIMING.

The Sweepstakes entry period, entry deadline, and drawing date shall be included in a Sweepstakes Post for that particular Sweepstakes.

V. HOW TO ENTER.

- 1. Entrants may enter the Sweepstakes through the entry methods described below:
 - a. Follow the instructions provided in the Sweepstakes Post for that Sweepstakes to enter.
 - b. Alternative Method of Entry ("AMOE"): The Sweepstakes may also be entered by completing the entry form on the Sweepstakes Post webpage.
- 2. Sponsor is not responsible for and will void entries submitted but not received for any reason, at Sponsor's sole and absolute discretion, including, but not limited to: lost entries, late entries, incomplete or damaged entries, technical issues with the entry process, and unauthorized or fraudulent interference with the entry process (including the use of machine learning or artificial intelligence to create or enter multiple or duplicitous entries). Sponsor's decision about the validity or voidability of submitted entries is final and binding.

VI. WINNER DETERMINATION.

Potential winner(s) will be selected in a random drawing from among all eligible entries received. Such drawing will occur using a random number generator. Each Entrant will be assigned a number corresponding to their temporal order that each entry is received by Sponsor (i.e. the first Entrant will be assigned 1, the second Entrant will be assigned 2, etc.), and a random number generator will be utilized to generate the winning number based on the number of Entrants (i.e. if a Sweepstakes has 150 Entrants, the random number generator will be instructed to generate a number between 1 – 150). The Entrant whose assigned number corresponds with the winning number shall be selected as the potential winner. The drawing will be held on the date provided in the Sweepstakes Post.

VII. ODDS.

The odds of potentially winning will depend upon the actual number of entries received prior to each drawing. The actual number of entries is unknown. The approximate odds of potentially winning each Sweepstakes will be based on the estimated number of entries and number of available prizes. Generally, the odds of winning will be the number of Sweepstakes prizes divided by the number of Entrants (i.e. if there is 1 Sweepstakes prize available and 150 Entrants, the odds of winning would be 1 in 150, or approximately 0.67%).

POTENTIAL GIVEAWAY WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER, AND OTHER MATTERS RELATED TO THE GIVEAWAY

Potential winners may be required to complete tax documents, including an IRS W-9 form, and other documents prior to receiving the Prize. Potential winners may be required to complete and return an Affidavit of Eligibility, Release of Liability, and Publicity Release (where permitted by law) (collectively, the "Affidavit") by a date specified by Sponsor, or an alternate potential Giveaway winner may be selected.

VIII. NOTIFICATION.

Potential winner(s) will be notified either by email, phone, or other means of direct correspondence available, at Sponsor's sole discretion. Potential winner(s) will have 72 hours from notification to respond to Sponsor. The failure to respond to such notification or a potential winner's noncompliance with these Official Rules may result in disqualification, and at Sponsor's sole discretion, an alternate potential winner may be selected. If necessary, alternative potential winner(s) will be selected by random drawing using the random number generator process as described above, among the remaining eligible entries received, to be held on or about (3) days following the prior selected potential winner's disqualification. Sponsor has complete decision-making power in selecting potential winners, and all decisions are final and binding.

In the event: (a) potential Giveaway winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential Giveaway winner notification or Affidavit is returned as undeliverable; (b) potential Giveaway winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods; (d) potential Giveaway winner is found to be ineligible to enter the Giveaway or receive the prize; (e) potential Giveaway winner cannot or does not comply with the Official Rules; (f) potential Giveaway winner fails to fulfill the Affidavit-related obligations; or (g) for any other reason in Sponsor's sole discretion, the potential Giveaway winner shall be disqualified from the Giveaway and an alternate potential Giveaway winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential Giveaway winner, if any.

IX. PRIZE(S).

See Sweepstakes Post for prize details (the "Prize"), including amount of available prize(s), and approximate retail value(s). All Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Potential winners are responsible for all federal, state, and local taxes. Potential winners may not substitute, assign, or transfer the Prize, but Sponsor reserves the right, at its sole discretion, to substitute, assign, or transfer the Prize. If a potential winner is unable to redeem the Prize, no substitutions will be made to

accommodate. Should personal or physical limitations prohibit a potential winner from redeeming the Prize, no substitution will be made. All Prize details are at Sponsor's sole discretion. Limit one (1) Prize per person per Sweepstakes.

X. GRANT OF RIGHTS.

By submitting an entry, each Entrant grants to Sponsor (including any of its affiliates and subsidiaries) and its licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of and otherwise use the entry and all elements of such entry, together with any other material, as well as the name, username, city and state of residence, voice, image and/or likeness of the Entrant (including, without limitation, profile photo), in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, Entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade.

XI. GENERAL CONDITIONS.

Each Prize is non-transferable with no cash redemption or equivalent. All applicable federal, state, and local laws and regulations apply. Each potential winner is solely responsible for the reporting and payment of any and all taxes due. Sponsor, in its sole discretion and subject to applicable law, reserves the right to substitute any portion of a Prize with something of equal or greater value if the advertised Prize or portion thereof becomes unavailable. Sponsor has complete, exclusive, and final decision-making power in selecting potential winners at Sponsor's sole and absolute discretion. Sponsor has exclusive power to interpret the rules, and Sponsor's decisions regarding rules and their interpretations are final and binding on all participants. Sponsor is not responsible for technical errors in the potential winner-selection process and Sponsor has the exclusive rights, at its sole discretion, to modify the potential winner-selection process in the case of technical error, including, without limitation, the right to declare a potential winner ineligible, select alternate potential winners, and/or cancel the Sweepstakes. Information collected in connection with a Sweepstakes may be subject to Sponsor's Privacy Policy, available at Sponsor's website here: https://shamrocktradingcorp.com/privacy-policy.

Sponsor and Released Parties shall not have any obligation of responsibility, including any responsibility to award any Prize to Entrant, with regard to:

 lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, duplicitous, or garbled entries, including any entry which contain inaccurate information or that do not comply with or violate these Official Rules;

- 2. entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human, or technical error of any kind;
- 3. entrants who have committed fraud or deception in entering or participating in the Giveaway or claiming the prize;
- 4. telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties;
- 5. any inability of the winner to accept the prize for any reason;
- 6. other errors or difficulties of any kind, whether human, mechanical, electronic, computer, network, typographical, or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize(s) or in any Sweepstakes-related materials;
- 7. if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control;
- 8. any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in a Sweepstakes or any promotion or prize related activities;
- 9. any incorrect or inaccurate information, whether caused by users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes; or
- 10. injury or damage to any person related to or resulting from participating in this Sweepstakes.

XII. <u>RELEASE.</u>

By participating, each Entrant agrees:

- 1. To be bound by these Official Rules and to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to the Sweepstakes;
- 2. To release, discharge and hold harmless Sponsor and Released Parties from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Entrant's participation in the Sweepstakes or the acceptance or use of any Prize; and
- 3. To defend, indemnify, release and hold harmless the Sponsor and Released Parties from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons or property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Giveaway, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the

broadcast, exploitation or use of entry. Winner acknowledges that all prizes are awarded "as-is" without warranty of any kind.

XIII. DISPUTES.

- 1. Except where prohibited, Entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action;
- 2. All claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees:
- 3. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.
- 4. Governing Law & Venue: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the state of Kansas, without giving effect to any choice of law or conflict of law rules (whether of the state of Kansas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Kansas. Any case or controversy in any way related to the Sweepstakes or these Official Rules must be brought in the State or Federal Court sitting in Johnson County, Kansas.

XIV. LIMITATIONS OF LIABILITY.

Sponsor and Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of each prize will be awarded.

XV. PROHIBITED CONDUCT.

Persons who tamper with or abuse any aspect of the Sweepstakes, Shamrock social media, Shamrock mobile application(s), who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules (including the use of machine learning or artificial intelligence to create or enter multiple or duplicitous entries or otherwise participate in an unsportsmanlike manner), as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by a virus, worms, bugs, non- authorized human intervention, manipulation, or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and if terminated, at its sole discretion, select potential winner(s) at random from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor, in its sole and absolute discretion.

XVI. SOCIAL MEDIAL DISCLOSURE.

Although this Sweepstakes may be advertised on the Facebook, Instagram, X (formerly known as Twitter), TikTok, Threads, Bluesky, or other social media pages (collectively, the "Social Media Platforms") of Sponsor or another, this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with the Social Media Platforms. Entrants are providing their information to the Sponsor and not to the Social Media Platforms. The information an Entrant provides will only be used by the Sponsor, in accordance with these Official Rules. By entering, Entrants provide a complete release of the Social Media Platforms from any and all responsibilities implied or provided by the Sponsor and that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, the Social Media Platforms.

XVII. GIVEAWAY RESULTS.

A list of winner(s) can be obtained by sending a self-addressed, stamped envelope describing the Sweepstakes by name to: Shamrock Trading Corporation 9300 Metcalf Ave, 3rd Floor, Overland Park, KS 66212, Attn: Sweepstakes Winner List. Requests must be received within two (2) months of the end of the Sweepstakes entry period. Requests received later than two (2) months after the end of the Sweepstakes entry period are void.