

Texwin Santa's Workshop Barn Sweepstakes Official Rules

No purchase necessary to enter or win a prize in this Sweepstakes (defined below). A purchase will not increase your chances of winning. Void outside of the Territory and where prohibited by law.

This Sweepstakes is open to legal residents of Texas who live within 250 miles of Fort Worth, Texas and are at least 18 years old and the age of majority in their state or jurisdiction of primary residence.

By entering this Sweepstakes, you agree to these Official Rules, which are a contract, so read them carefully before entering. Without limitation, this contract includes indemnities to the Sponsor and a limitation of your rights and remedies.

Note that the "GOVERNING LAW/DISPUTES/ARBITRATION" section below contains provisions that require, where permitted by law, all disputes arising out of or relating to participation in this Sweepstakes – with limited exceptions – to be resolved in binding arbitration, and not in court, and that you and Texwin Carports waive the right to bring or participate in a class action in connection with such disputes. Please read the ARBITRATION section carefully. By participating in the Sweepstakes, you hereby agree to be bound by the GOVERNING LAW/DISPUTES/ARBITRATION section.

OVERVIEW: The Texwin Santa's Workshop Barn Sweepstakes ("**Sweepstakes**") is sponsored by Texwin Holdings, LLC ("**Sponsor**"). The Sweepstakes begins on November 24, 2023 at 11:00 a.m. (CST) and ends on February 7, 2024 at 3:00 p.m. (CST) ("**Sweepstakes Period**"). If you satisfy the eligibility requirements (described below), you may enter the Sweepstakes during the Sweepstakes Period by following the instructions set forth below. Participation in this Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor.

ELIGIBILITY: This Sweepstakes is open only to (a) legal residents of Texas; (b) who live within two hundred and fifty (250) miles of Fort Worth, Texas ("**Territory**") at the time of entry and through prize fulfillment; (c) who are at least eighteen (18) years old and age of majority in their state or jurisdiction of primary residence at the time of entry; and (d) have an Adequate Building Site (defined below) for barn installation. Employees, officers, directors, and managers of Sponsor, its advertising and promotion agencies, and any other entities participating in the design, promotion, marketing, administration or fulfillment of this Sweepstakes, as well as each of their respective parent corporations, subsidiaries and affiliated companies (collectively, the "**Released Parties**") and members of the immediate families (defined for these purposes as including any spouse, partner, parent, legal guardian, child, legal ward, sibling, grandparent, or grandchild and each of their respective spouses) and individuals living in the same household as such persons (whether or not related) are not eligible. This Sweepstakes is void outside of the Territory and where prohibited by law.

ADEQUATE BUILDING SITE: The Winner (defined below) must have a site for the Barn (defined below) to be installed, which must be a concrete or similar level and square site on the Winner's property that (a) is free and clear of any overhead power lines within 50 feet; (b) is large enough to fit the Barn Dimensions (defined below) with at least three (3) feet of clearance around all sides of the Barn once placed; (c) has 110v power available; (d) has all underground utilities, including water, septic, and electrical, and any other hazard, identified and marked; (e) allows for a Texwin installer to drive within fifty (50) feet of the site; and (f) is secured by all proper permits required (including without limitation any city permits and Homeowners Association approvals) (collectively, the "**Adequate Building Site**"). Entrants may consult with a Texwin sales professional for more information about the Adequate Building Site requirements before entering.

HOW TO ENTER: Eligible individuals can enter the Sweepstakes by scanning the code at the Cowboy Santa's Workshop located at 128 E. Exchange Avenue in Fort Worth, Texas 76164 between the hours of 10:00 a.m. (CST) and 8:00 p.m. (CST) daily during the Promotion Period to access the entry form. Complete the entry form with all required information and in accordance with all instructions to receive one (1) entry. Limit one (1) entry per person in this Sweepstakes. Subsequent attempts made by the same individual to submit multiple entries in violation of this condition by using multiple email addresses or by any other method or mean are void and persons engaging in such conduct may, in Sponsor's sole discretion, be disqualified. Normal Internet access and usage charges imposed by your Internet Service Provider may apply. Entries must be submitted and received by Sponsor during the Sweepstakes Period and in strict accordance with the instructions and restrictions in these Official Rules. Those who do not follow all of the instructions, provide the required content in their entry, or abide by these Official Rules will be disqualified and any associated entry void. Purported entries that are incomplete, lost, late, misdirected, illegitimate, forged, altered, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. The use of any device or process to automate the entry process is prohibited. Entries will not be acknowledged. Entries made on your behalf by another, made by you on behalf of any other individual, or made by any entity, and/or originating at or using any web site or online service, including, without limitation, commercial promotion subscription, notification, and/or entering services, will be declared invalid and disqualified for this Sweepstakes. As a condition of entering the Sweepstakes, without limiting any other provision in these Official Rules, each entrant gives consent for Sponsor and its agents to obtain and deliver his or her name, address, and other information and content to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules.

ODDS AND WINNER SELECTION/NOTIFICATION: One (1) prize winner will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period. The drawing will take place on or around February 7, 2024. Odds of winning a prize depend on the number of eligible entries received.

Within five (5) business days of the winner determination, Sponsor will attempt to contact the potential winner. Sponsor will contact the potential winner either via email or telephone using the contact information provided in the entry form. The potential winner will be required to respond to Sponsor as instructed within ten (10) business days of Sponsor attempting to contact the potential winner as described above. Entrants are encouraged to monitor their email accounts for correspondence from Sponsor. The potential winner will be required to complete, sign, and return, without alteration and in the form presented by Sponsor, a declaration of eligibility and tax forms, as applicable (collectively, the "**Winner Documents**") according to Sponsor's instructions within five (5) business days from when Sponsor sends the Winner Documents or other time frame as specified by Sponsor or its representative. Failure to comply with these requirements, Sponsor's or its representative's instructions, or these Official Rules may, in Sponsor's sole discretion, result in disqualification from the Sweepstakes and forfeiture of any prize potentially won. If needed, Winner may be required to enter a purchase order for the Prize at no cost to Winner. Delivery and installation of the Barn will occur within sixty (60) days of notification unless otherwise agreed to by both Sponsor and Winner.

If any prize, prize notification, or Sweepstakes-related communication is rejected, faulty, or returned as undeliverable or if the potential winner does not respond according to the notification's or Sponsor's instructions, otherwise fails to comply with these Official Rules, is unable to meet the requirements for prize installation declines the prize, the prize may, in Sponsor's sole discretion, be forfeited and an alternate winner may be selected (time permitting). Upon prize forfeiture, no compensation will be given and Sponsor will have no responsibility or liability to that participant. To claim a prize, each potential winner must follow the directions in his or her notification. Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate potential winner, if any.

The prize claim is subject to verification by Sponsor. The prizes, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate winners (time permitting) for any prize for any reason, in which case that prize may go unawarded.

PRIZE & APPROXIMATE RETAIL VALUE (“ARV”):

One (1) verified winner will receive the Texwin “Texas” Barn displayed at the Fort Worth Stockyards (the “**Barn**”), as well as delivery and installation of the Barn on the Winner’s Adequate Building Site (together, the “**Prize**”). Any decorations on or in the Barn at the time of display throughout the Promotion Period are not included in the Prize. The Barn dimensions are: 32’ (width) x 24’ (length) x 12’/8” (leg height) (the “**Barn Dimensions**”). Winner is responsible for securing any required and proper permits for the Barn from their municipality prior to installation, and is financially responsible for all applicable taxes, permits, site preparation costs, and any other expenses. Approximate retail value (“ARV”): \$29,125.

All prize details not specifically stated in these Official Rules will be determined by Sponsor in its sole discretion. All taxes (federal, state, and local), as well as any expenses associated with prize acceptance and use and not specified in these Official Rules as being provided as part of the prize, are the sole responsibility of the winner. Mailed prizes will only be mailed to a confirmed winner’s address in the Territory, unless otherwise agreed to by Sponsor. Sponsor is not responsible for and will not replace any lost, mutilated, or stolen prize or prize component, or any prize/prize component that is undeliverable or does not reach a winner because of incorrect or changed contact information. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not responsible for any inability of any winner to accept or use any prize (or portion thereof) for any reason. Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of a prize, except with Sponsor’s permission, which may be granted or withheld for any reason in its sole discretion. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor’s sole discretion. Sponsor reserves the right to substitute any stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prize will be awarded. Entrants waive the right to assert, as a cost of winning any prize, any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim said prize.

LIMITATION OF LIABILITY:

To the fullest extent permitted under applicable law, each Entrant agrees to release, hold harmless, and indemnify each of the Released Parties from and against any liability whatsoever for injuries or damages of any kind sustained in connection with the acceptance, use, misuse, or awarding of the Prize or while preparing for, participating in, and/or traveling to or from any prize- or sweepstakes-related activity including, without limitation, any injury, damage, loss, death or accident to/of person or property. The limitations set forth in this section will not limit or exclude the Released Parties’ liability for personal injury or tangible property damage caused by the released parties, or for the Released Parties’ gross negligence, fraud, or intentional, willful, malicious, or reckless misconduct.

To the fullest extent permitted by applicable law, except with respect to any standard manufacturer’s warranty provided with a prize, each winner agrees that the Prize is provided as-is without any warranty, representation, or guarantee, express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose.

ADDITIONAL DISCLAIMERS:

Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the entrant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of any stated limit; any lost, late, incomplete, illegible,

unintelligible, garbled, mutilated, or misdirected entries, email, mail, or Sweepstakes-related correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules, in any Sweepstakes-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications. The Released Parties are not responsible for electronic communications that are undeliverable or otherwise not received or noticed by entrant as a result of any form of active or passive filtering of any kind (including, without limitation, segregation of any email message into a user's "Spam" or "Junk" folder), or insufficient space in entrant's email or voicemail inbox to receive email or voicemail messages. Released Parties are not responsible, and may disqualify you, if your email address, phone number, or other contact information does not work or is changed without prior written notice to Sponsor. Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any entrant or winner (or any person claiming through such entrant or winner) for failure to supply a prize or any part thereof in the event that any of the Sweepstakes activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

GENERAL RULES:

By entering the Sweepstakes (except where prohibited by law), each entrant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display their name, photograph, likeness, voice, prize information, biographical information, any quotes attributable to her or him, and other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes, including posting the winner's name and image on Sponsor's website, and posting a celebration picture or video featuring the winner on Sponsor's website and social media pages, without further obligation or compensation of any kind to her or him, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), worldwide, without any limitation of time, and without notice, review, or approval and each entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and entrant waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this Sweepstakes, including interpretation of these Official Rules, acceptance or rejection of purported entries, determination of the winner, and awarding of the prize. All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes. Participants further agree to not damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. Sponsor reserves the right, in its sole discretion, to void entries of any entrants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness, or proper play of this Sweepstakes. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency within these Official

Rules), it will be resolved by Sponsor in its sole discretion. Entrants waive any right to claim ambiguity in the Sweepstakes structure or these Official Rules. If Sponsor determines, at any time and in its sole discretion, that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Released Parties are not responsible for the inability of entrant to timely enter, receive notices or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. If the Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes and award the prizes from eligible, non-suspect entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. If a dispute cannot be resolved to Sponsor's satisfaction, in its sole discretion, the entry will be deemed ineligible. CAUTION: Any attempt to damage any online service or to undermine the legitimate operation of the sweepstakes may violate criminal and civil laws. If such an attempt is made, Sponsor may disqualify any participant making such attempt and may seek damages to the fullest extent permitted by law.

GOVERNING LAW/DISPUTES/ARBITRATION: You agree that these Official Rules and your participation in the Sweepstakes are governed by the laws of the State of Texas. Both you and Sponsor waive the right to a trial by jury and the right to bring or resolve any dispute as a class, consolidated, representative, collective, or private attorney general action. Notwithstanding any provision in the JAMS (defined below) rules to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, collective, or private attorney general action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding.

The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts located in or having jurisdiction over Van Zandt County, Texas 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 promotion will 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 another mutually agreeable arbitration administration service who will hear the case. If an in-person hearing is required, then it will take place Dallas/Ft. Worth, TX. 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 or class arbitrations; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in Van Zandt County, Texas. 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. In no event will you seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of the sweepstakes.

Further, in any such dispute, under no circumstances will you be permitted or entitled to obtain awards for, and hereby waive all rights to claim, incidental or consequential damages. The prior limitation on damages is not intended to limit the Released Parties' obligation (if any) to pay prevailing party costs or fees if recoverable pursuant to applicable law.

WINNER'S LIST/OFFICIAL RULES:

A copy of these Official Rules is available online during the Sweepstakes Period by visiting <https://texwincarports.com/cdn/uploads/2023/11/Texwin-Barn-Giveaway-Sweepstakes-Official-Rules-11.15.23.pdf>. For information about who won, send an email to Brittni.jones@winslowsinc.com with the subject line "Texwin Santa's Workshop Barn Sweepstakes Winner." Requests for winner information must be received no later than three (3) months after the end of the Sweepstakes Period.

SPONSOR: Texwin Holdings, LLC, 1501 Goodnight Blvd, Wills Point, Texas 75169.