

THE CAT SCALE'S WEIGH TO WIN INSTANT WIN GAME AND SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE FORTY-EIGHT (48) CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING ALASKA AND HAWAII) WHO ARE AT LEAST THE AGE OF MAJOIRTY IN HIS/HER STATE OF RESIDENCE AND WHO ARE LICENSED, FULL TIME WORKING DRIVERS OF CLASS 8 TRUCKS/18 WHEELERS AT THE TIME OF ENTRY. VALID DRIVER'S LICENSE REQUIRED TO ACCEPT THE SWEEPSTAKES PRIZE.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The CAT Scale's Weigh To Win Instant Win Game and Sweepstakes ("Promotion") is sponsored by CAT Scale Company ("Sponsor"), 515 Sterling Dr, Walcott, IA 52773 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion begins on February 1, 2022 at 12:00 PM (noon) Central Time ("CT") and ends on June 1, 2022 at 11:59:59 PM CT ("Promotion Period"). The Promotion consists of an "Instant Win Game" and a "Sweepstakes." The Administrator's computer is the Promotion's official clock.
- 2. ELIGIBILITY:** This Promotion is offered only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia (excluding Alaska and Hawaii) who are at least the age of majority in his/her state of residence and who are licensed, full time working drivers of class 8 trucks/18 wheelers at the time of entry. Officers, directors and employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (all such individuals and entities collectively referred to herein as the "Promotion Entities") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void in Alaska, Hawaii, and where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that entrant's Game Plays (as defined below) associated with that household (determined by Sponsor and/or Administrator in its sole discretion) may be disqualified and any prize an entrant might have been entitled to win will not be awarded

any may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

3. HOW TO PARTICIPATE: To participate in the Promotion, eligible entrants must obtain either truck numbers (each a “Truck Number”) and ticket numbers (each a “Ticket Number”) or promo codes (each a “Promo Code”) during the Promotion Period via the following methods:

A. Get A Scale Ticket: During the Promotion Period, an eligible entrant may visit a CAT branded/certified scale and weigh in during the Promotion Period. To locate a CAT scale, visit: <https://catscale.com/cat-scale-locator/>. Upon completing a valid weigh, entrant will receive one (1) scale ticket (“Scale Ticket”) that includes a Ticket Number and Truck Number. Scale Tickets can only be obtained via this method during the Promotion Period.

B. Without A Weigh:

i. Mail-in Promo Code Request: To obtain a Promo Code without completing a weigh in from January 15, 2022 through May 16, 2022, an entrant may legibly hand write his/her full name (no initials), complete street address (no P.O. Box), age, and valid e-mail address on a 3½” x 5” properly stamped postcard and mail it to: The CAT Scale’s Weigh To Win Instant Win Game and Sweepstakes Code Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests sent in an envelope will not be accepted. Mail-in requests must be postmarked by May 16, 2022 and received by May 25, 2022. Administrator will send ten (10) Promo Codes per Mail-In Request by e-mail to the e-mail address provided on the request. There is a limit of one (1) Mail-in Request per day during the Promotion Period. Multiple mail-in requests with the same postmark date will be deemed one (1) request. Mail-in requests will not be returned and no further correspondence will be entered into. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed.

ii. Online Promo Code Request: From 12:00 AM CT on May 17, 2022 to 11:59:59 PM CT on June 1, 2022, an entrant may use the Promo Code: 6XF67MBBYPXFM.

All Promo Codes must be obtained during the Promotion Period.

During the Promotion Period, after an entrant has obtained a Scale Ticket or Promo Code, he/she must visit weightowin.com (“Website”) and enter his/her e-mail address. An entrant must then follow the on-screen instructions to register by providing the information requested by Sponsor including, but not limited to, complete first and last name, street address (P.O. Boxes are not permitted), city, state, ZIP code, phone number, date of birth, CDL number, and confirmation entrant has read and agrees to be bound by these Official Rules. An entrant may follow the instructions to submit either the Truck Number and Ticket Number or a Promo Code, after which he/she will receive one (1) game play (“Game Play”) for the respective tier (“Tier”). There are three (3) Tiers in the Promotion and each Tier is based on the number of eligible Truck Numbers and Ticket Numbers or Promo Codes submitted each day. An entrant that submits one (1) to three (3) unique Truck Numbers and Ticket Numbers or Promo Codes in a day will get a Game Play for a Tier 1 prize, an entrant that submits four (4) to six (6) unique in a day will play for a Tier 2 prize, and an entrant that submits seven (7) or more unique Truck

Numbers and Ticket Numbers or Promo Codes in a day will play for a Tier 3 prize. Once entrant reaches a Tier, he/she will remain in that Tier. A “day” is defined as starting at 12:00 AM CT and ending at 11:59:59 PM CT on each calendar day during the Promotion Period, except on February 1, 2022, when the day will start at 12:00 noon CT and end at 11:59:59 PM CT.

After the Game Play, the entrant will receive notification on the Website screen as to whether he/she is a potential “Instant Winner” (“Notification”). Each entrant will automatically receive one (1) entry into the Sweepstakes grand prize after playing the Instant Win Game. Each entrant who receives a winning Notification will be deemed a potential Instant Winner subject to verification of the entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

LIMIT: Regardless of the method used to obtain a Truck Number and Ticket Number or a Promo Code, an entrant may only enter ten (10) unique Truck Numbers and Ticket Numbers or Promo Codes per day during the Promotion Period and earn ten (10) Game Plays and ten (10) Sweepstakes entries per day. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays associated with that household (determined by Sponsor or Administrator in their sole discretion) may be disqualified. If it is discovered or suspected, in Sponsor’s sole discretion, that an entrant plays or attempts to enter more than ten (10) Truck Numbers and Ticket Numbers or Promo Codes per day to receive more than ten (10) Game Plays or ten (10) Sweepstakes entries per day, all of that entrant’s Game Plays and Sweepstakes entries in Sponsor’s sole discretion, may be declared null and void and any prize(s) he/she might have been entitled to will not be awarded to him/her.

4. RANDOM DRAWING: On or about June 2, 2022, Administrator will randomly select one (1) potential Sweepstakes grand prize winner from among all eligible entries received during the applicable entry period. The selected winner is a potential winner, pending verification of eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator, in their sole and absolute discretion.

5. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):

A. Instant Win Game Prizes: There will be four thousand nine hundred sixty (4960) total Instant Win Game prizes available during the Promotion Period, broken out by Tier as set forth below:

Tier 1:

Prize	Quantity	ARV (each)
A Wade Wright Beany Friend	500	\$2.99
A CAT Scale Flip Top Water Bottle	750	\$5.99
A CAT Scale Cap	2,000	\$14.99

Tier 2:

Prize	Quantity	ARV (each)
A Pair of CAT Scale Super Pliers	500	\$17.99
A Super Trucks Series 20 Card Set	100	\$39.99
A CAT Scale Sherpa Blanket	250	\$45
A CAT Scale Insulated Tumbler	500	\$29.99

Tier 3:

Prize	Quantity	ARV (each)
A Yeti Prize Pack that includes a Hard Sided Wheeled Cooler, two (2) CAT Scale Rambler Tumblers with a Handle, and two (2) Yeti Camp Chairs	10	\$1,089.95
A CAT Scale 1938 Die-cast Model Truck	100	\$64.99
An Oakley Cat Scale Backpack	250	\$55.99

- B. Sweepstakes Grand Prize (1):** The Sweepstakes grand prize is a trip for two (2) to the 2022 Walcott Truckers Jamboree in Walcott, Iowa and a brand new 2021 Ford Raptor Truck (“Sweepstakes Grand Prize”). There will be one (1) Sweepstakes Grand Prize in the Promotion. Trip includes round-trip coach class air transportation from a major commercial airport near winner’s residence to Walcott, Iowa for winner and one (1) adult guest, three (3) nights hotel standard accommodations (single room/double occupancy), ground transportation from airport and hotel and Walcott Truckers Jamboree on July 14, 2022 through July 16, 2022. Winner’s guests must be eighteen (18) years of age or older. If the winner elects to travel or partake in the Sweepstakes Grand Prize without a guest, no additional compensation will be awarded to the winner. Winner must travel on July 13, 2022 and return on July 16, 2022 or the prize will be forfeited. Winner and guest must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded. If winner resides within a 100-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guest are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Travel must be booked at least 7 days in advance. Guests of winner must sign and return a travel liability release before travel will be booked. Winner and his or her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. Sponsor is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from

Sponsor for tickets that the winner is unable to use due to cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Winner agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to Winner and/or his/her guest(s) if either winner or his/her guest(s) violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event. **Winner must hold a valid commercial drivers license and must present a current valid driver's license and proof of insurance prior to booking trip portion of the prize; failure to present a valid driver's license or proof of insurance may result in prize forfeiture and selection of an alternate winner. Winner must be present at the 2022 Walcott Truckers Jamboree in order to accept the vehicle portion of the prize.** No other delivery option will be available. The prize vehicle make and model specifications will be determined by Sponsor, at its sole discretion. The Sweepstakes winner will be solely responsible for any additional features, upgrades or options to the prize vehicle. When made available to winner, truck could have as many as 2,500 miles on it due to exhibition of truck at truck shows. Winner accepts truck as is, with remainder of manufacturer's warranty. The winner is responsible for all taxes and expenses, including but not limited to: sales tax, luxury tax, destination charges, registration, title and license fees, insurance and all other costs incurred in claiming, registering or using the prize. The winner must present his or her valid driver's license and provide satisfactory proof of liability insurance prior to the delivery of the prize. The prize vehicle details and availability are subject to change. The ARV/Manufacturer's Suggested Retail Price of the Sweepstakes Prize is \$77,980.

- C. Total ARV:** The total ARV of all available prizes in the Promotion is \$184,582.50.
- D. Odds of Winning/Limit:** The odds of winning the Sweepstakes Prize depend on the total number of eligible Sweepstakes entries received during the Promotion Period. The odds of winning an Instant Win Game Prize depend on when the entrant completes a Game Play. Instant Prizes will be made available at random times throughout the Promotion Period. To be a potential winner of an Instant Win Game Prize, an entrant's Game Play must have occurred either at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be deemed a potential Instant Winner. The number of Instant Win Game Prizes available to be won will decrease during the Promotion Period as prizes are awarded and claimed. There is a limit of one (1) Sweepstakes Grand Prize and one (1) Instant Win Game Prize per Tier per person during the Promotion Period.
- E. Prize Details and Restrictions:** The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason.
- F. General:** In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the

claimants will be held to determine the potential winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended number of Prizes will be awarded in a random drawing from among all verified prize claims received for that Prize. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded

- 6. HOW TO CLAIM A PRIZE:** After the random drawing, Administrator will notify the potential Sweepstakes Grand Prize winner via e-mail at the e-mail address provided at the time of registration. Before being declared the winner of the Sweepstakes Prize, the potential Sweepstakes Prize winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). The potential Sweepstakes Grand Prize winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the date it is postmarked as being sent to the potential winner or the prize may (in Sponsor's sole discretion) be forfeited. All potential prize winners may be requested to provide additional documentation for verification purposes. If the potential Sweepstakes Grand Prize winner or a potential Instant winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that the potential winner fails to provide any requested documentation or an executed and notarized Affidavit within the ten (10) calendar day deadline (if applicable), the prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries (or non-winning Game Plays), as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Instant Win Game Prizes will be sent to verified winners at the physical address (PO Boxes not permitted) provided at the time of registration within approximately 6 to 8 weeks from the end of the Promotion. The Sweepstakes Grand Prize winner will be contacted regarding prize fulfillment. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Sponsor will issue an IRS Form 1099-MISC to the Sweepstakes Grand Prize winner.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in the Promotion, entrants agree that the Promotion Entities, and their respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections

or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a Prize. The Released Parties shall not be responsible or liable for Game Plays that are entered by any automated computer, program, mechanism or device, for any Game Plays in excess of the stated limit or for Game Plays that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Game Plays may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Administrator reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of the winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received. This Promotion is subject to all federal, state, and local laws and regulations.

By entering the Promotion, each entrant agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's Game Plays, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation

interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Game Play (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion, the Website or any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Game Plays, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND PRIZE COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

Further, Entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any Entrant and/or Promotion Entities and/or any other party shall be resolved individually, without resort to any form of class action.

9. **PRIVACY:** Sponsor's privacy policy is available at <https://catscale.com/privacy-policy/>.
10. **PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
11. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning Game Play will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Administrator reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same.
CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The CAT Scale's Weigh To Win Instant Win Game and Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than August 1, 2022.

Customer services inquiries can be made at [Contact Us](#).

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