

**“NinjaTek Chinchilla Launch” Contest  
Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. PARTICIPATION CONSTITUTES ENTRANT’S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED.**

**1. CONTEST PERIOD:** The “NinjaTek Chinchilla Launch” Contest (the “**Contest**”) begins on or about 12:01 AM Eastern Standard Time (“**EST**”) on May 1, 2021 (“**Start Date**”) and ends at 11:59 PM on July 31, 2021 (the “**Contest Period**”). The Contest is sponsored by NinjaTek®, operated by Fenner, Inc., a Pennsylvania corporation (the “**Sponsor**” and “**Prize Supplier**”). The official clock for purposes of the Contest is the computer of the Sponsor.

**2. ELIGIBILITY:** The Contest is open only to legal residents of the fifty (50) United States and DC who are eighteen (18) years of age or older at the time of entry during the contest Entry Period. Officers, members, directors and employees of the Sponsor, and any of their respective parent companies, affiliated companies, subsidiaries, dealers, franchisees, licensees, distributors, suppliers, subsidiaries, participating retailers, advertising/promotion/judging agencies, and persons engaged in the development, production or distribution of materials for this Contest (collectively, the “**Released Parties**”) and members of their immediate family members (spouses, parents, children, and siblings and their spouses), and/or those living in the same household of each such employees are not eligible. Void where prohibited or restricted by law. Subject to all applicable federal, state, and local laws, ordinances and regulations. By entering the Contest, Entrants (defined below) accept and agree to be bound by these Official Rules.

**3. HOW TO ENTER THE CONTEST:** An individual will be deemed an entrant (“**Entrant**”) in the Contest if he/she is eligible and enters the Contest during the Contest Period. To enter the Contest, Entrant must: (i) complete the entry form made available here: [www.ninatek.com/chinchilla-contest](http://www.ninatek.com/chinchilla-contest) and (ii) upload a photo (“**Photo**”). Eligible photo entries received by the end of the Contest Period will be entered into the Contest to be reviewed by judges appointed by the Sponsor. Four (4) Photo entries will be selected by the judges to each win one of four prizes detailed below.

Limit one (1) entry per eligible person. Multiple entries are not permissible and may be grounds for disqualification. Entrants must provide all required information to be eligible to enter to win a prize. Sponsor reserves the right to disqualify any person that submits more than the maximum number of entries.

If an Entrant chooses to enter using a wireless phone or mobile device, data rates may apply. Please consult your mobile service plan prior to entering via your mobile phone/device.

**Submission Restrictions:** By submitting a Photo entry, you promise that your submission does not and will not:

- infringe on the copyright, trade secret, trademark, patent, privacy, publicity rights or other intellectual property or publication rights or any other rights of others;
- disparage Sponsor or any other person, company, brand, intellectual property or party whether affiliated with the Contest and administration of this Contest or not;
- contain any material that could be considered unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, indecent, sexually explicit, or hateful, or content that refers negatively to people or groups on the basis of their race, ethnicity, religion, sexual orientation, gender, or similar characteristics;
- post under a false name or the name of another person, or includes impersonations of any person;
- include illegal material or encourage, solicit, or glorify illegal activity;
- contain false statements or misrepresentations that could damage you, Sponsor, or any other party; or
- include commercial advertisements or solicitations.

Sponsor reserves the right, in its sole discretion, to disqualify or reject any entry or submission that it deems to violate the foregoing Submission Restrictions or that it deems to be offensive, inappropriate or not in keeping with Sponsor's image. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned. Sponsor also reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with or attempting to influence or alter the entry process or the operation of the Contest; to be acting in violation of the Official Rules; or to have engaged in any fraud or misrepresentation. Any use of robotic, automatic, macro, programmed or like methods of entry will void all such entries by such methods and persons using any such methods will be disqualified. Incomplete, illegible, false or deceptive entries are void as are any entries not in complete compliance with the applicable rules, procedures, and requirements of limitations.

**4. PHOTO RIGHTS AND REQUIREMENTS:** By entering this Contest, Entrants agree that each Photo entry becomes the property of Sponsor and that the Sponsor may use such Photo for any proper purpose. Any personally identifiable information collected during an Entrant's participation in this Contest will be collected by Sponsor and used by Sponsor for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules.

Each Photo, and the components thereof, must be the original work of the Entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity and must have been created in a legal and safe manner. If the Photo contains any material or elements that are not owned by the Entrant and/or are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the Photo, any and all releases and consents necessary to permit the use and exhibition of the Photo and all of the components thereof by Sponsor in the manner set forth in these Official Rules, including, permission to reproduce, distribute, publicly display or otherwise use the Photo (collectively, the "**Clearances**"). By submitting a Photo, Entrant warrants, represents and consents to the submission and use of the Photo in the Contest, and to its posting on the Internet in connection with the Contest.

Photo entries may not contain any of the following: i) Materials which include or constitute trademarks, trade names, commercial product brands, designer insignia, logos, depictions, designs, likeness of any celebrity (living or dead), copyrighted works, or other content created or owned by any person or entity other than Entrant (or Sponsor) or for which the Entrant has not obtained owner's permission to use; ii) Materials which contain phone numbers (other than the Sponsor phone number), website links, street addresses, e-mail addresses or license plate numbers; iii) Materials which contain profanities, vulgar language, lewd behavior, or are otherwise obscene or inappropriate for a general audience; iv) Materials which contain any depiction of real or simulated sexual acts; v) Materials which contain extensive or gratuitous violence, or depict an animal in a harmful or potentially harmful manner; vi) Materials which depict illegal acts; vii) Materials which contain unsafe actions, or use of fire or other materials that may result in personal injury or destruction of property; viii) Materials which violate anyone's privacy rights, violate any confidentiality or employment agreement, or which are defamatory; ix) Materials which are derogatory, inappropriate, indecent, obscene, hateful, tortuous, libelous, or slander the Sponsor, or any affiliated entity or person; x) Materials which promote bigotry, racism, hatred or harm against any group, animal, or individual, or are discriminatory based on race, religion, national origin, physical disability, age, gender, or sexual orientation or preference; xi) Materials which promote alcohol, tobacco, or drug use; xii) Materials which contain any computer virus, worm or other harmful computer programming; xiii) Materials which do not comport with the entry requirements; and xiv) Materials which Sponsor, in its sole discretion, deems to be otherwise objectionable. Entries which do not conform to these guidelines will be disqualified. Sponsor further reserves the right, in its sole and unfettered discretion, to verify at any time during the Contest that all necessary Clearances have been obtained and to disqualify any Photo if it believes that the necessary Clearances have not been obtained.

By submitting a Photo, Entrant retains the copyright to his or her Photo and irrevocably assigns, conveys and otherwise transfers to Sponsor, its successors, and assigns any and all right, title, and interest in perpetuity throughout the world in and to the Entrant's Photo, including, without limitation, the exclusive right to edit, change, revise, reproduce, display, perform, publish, distribute, license, sublicense, and sell

the Photo in whole or in part, and to prepare, use, and exploit derivative works or improvements thereof, in all forms and media now or hereafter known, including material in digital and electronic media, computer, audio and audiovisual versions, and translations and adaptations, all in any language throughout the world and in Sponsor's sole discretion in perpetuity. Without limiting the foregoing, Entrant hereby waives and releases Sponsor, from any and all claims that Entrant may now or hereafter have in any jurisdiction based on such "moral rights" or "droit moral" or unfair competition with respect to Sponsor's exploitation of the Photo without further compensation to Entrant of any kind. Entrant agrees that email shall satisfy any writing requirement that may apply to the assignment, conveyance, transfer, license, or waiver of any of the aforementioned rights. Entrant shall execute and deliver documents supplied by the Sponsor, at Sponsor's expense, as may be necessary to vest in Sponsor the rights and waivers provided herein. Entrant agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor or its affiliates, or any other person, on the grounds that any use of the Photo, or any derivative works, infringe or violate any of Entrant's rights therein. Entrant grants the Sponsor and its agents the right to associate the Photo with Entrant's name, image, likeness, hometown, and biographical information, without limitation and without compensation. Entrant shall not receive any compensation or credit for Sponsor's use of entries, other than that disclosed in these Official Rules.

By submitting an entry, Entrant warrants that the Photo: (1) does not infringe any copyright, (2) does not invade anyone's privacy, (3) does not libel or slander anyone, 4) does not contain behavior inappropriate for a general audience, and (5) is original and has not previously been published. An original is the product of one's own mind and is not a copy or imitation. Photo entries not meeting any of the aforementioned requirements will be disqualified.

**5. PRIZE:** There will be four (4) prizes available to be awarded as follows: (i) First Prize Winner will receive a t-shirt and seven (7) spools of NinjaTek 3D filament, with a weight of one (1) kilogram per spool; (ii) Second Prize Winner will receive a t-shirt and seven (7) spools of NinjaTek 3D filament, with a weight of one half (0.50) kilogram per spool; (iii) Third Prize Winner will receive one (1) spool of NinjaTek Chinchilla 3D filament with a weight of one half (0.50) kilogram; and (iv) Fourth Prize Winner will receive a NinjaTek 3D filament sample box (individually, each a "**Prize Winner**" and collectively, the "**Prize Winners**"). The Approximate Retail Value ("**ARV**") of each prize is as follows: (i) First Place Prize ARV is \$620.00; (ii) Second Place Prize ARV is \$340.00; (iii) Third Place Prize ARV is \$45.00; and (iv) Fourth Place Prize ARV is \$20.00. Prize Winners may be featured on the Sponsor's social media accounts and website. Total ARV of all prizes is approximately \$1,025.00.

**6. WINNER SELECTION:** On or about August 16, 2021 and following the conclusion of the Entry Period, judges designated by Sponsor will select four (4) Winners from among all Photo entries received during such Entry Period based on such criteria as Sponsor deems appropriate in its sole and absolute discretion, including, but not limited to, the following:

- Creativity and/or photographic style;
- Utilization or incorporation of NinjaTek 3D filament in the posted image; and
- Clarity and legibility of posted image/ease of interpretation.

The decisions of Sponsor and the Contest judges are final and binding on all matters relating to the Contest.

Winners will be notified and verified by the telephone and/or email addresses listed on the entry form following selection of the winner on or about August 16, 2021. Sponsor will attempt to notify Finalists on or about approximately five (5) business days following selection of the Winner, via the contact information provided at the time of entry. If a potential Prize Winner fails to respond to Sponsor's notification within five (5) calendar days, Sponsor reserves the right to choose a different potential Prize Winner based upon the same criteria set forth above.

**7. PRIZE TERMS AND CONDITIONS:** The Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. Prize Winner may be required to fully complete and sign an Affidavit of Eligibility and Liability/Publicity Release and provide proof of identity (collectively, the "Prize Acceptance Release"), and return it within seven (7) days of written notification. If

a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, if potential winner fails to return requisite document within the specified time period, and/or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner will be selected for the prize at issue. To claim a prize, the potential Prize Winner will be required to provide his/her correct full-name, mailing address, date of birth, telephone number and/or e-mail address. The Prize Acceptance Release is subject to verification by Sponsor and all potential winners are subject to verification before any prize will be awarded. Prizing may be fulfilled by a third party. The Sponsor and Released Parties are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Contest.

The Sponsor and Released Parties have not made any warranty, representation or guarantee, expressed or implied, in fact or in law, with respect to any prize awarded and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND either expressed or implied. A prize may not be sold, traded, or commissioned, and is not exchangeable, or transferable, except in Sponsor's sole discretion. Prize details and availability are subject to change. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize (or prize component) with another prize (or prize component) of equal or greater value. Prizes may be fulfilled by a third party. The Sponsor and Released Parties are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Contest.

The Prize Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive. The stated ARV of the prizes is based on available information provided to Sponsor, and any difference in ARV at the time of awarding will not be awarded, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. All properly claimed prizes will be awarded. The Prize Winner may receive an IRS Form 1099 or equivalent for the value of the Prize as applicable.

The Prize Winner's acceptance of a prize constitutes permission (except where prohibited) for the Sponsor to use the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), worldwide, including but not limited to the Internet, social media outlets, newspapers and other print media, radio and television, in perpetuity, without notice, consent, review or approval or further compensation.

**8. USE OF PERSONAL INFORMATION:** By entering the Contest by submitting a Photo entry, you consent for the Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Contest and awarding the prizes. Entrant's personal information may also be used to send additional information about Sponsor, their affiliates and licensees, in accordance with applicable law. Except as set forth herein, Entrant's personal information will not be used for any other purpose, will not be sold or provided to another company, and will not be shared with anyone else, unless required by law.

**9. LIMITATIONS OF LIABILITY:** If this Contest is not capable of running as planned for any reason, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm, or other natural cataclysm, riot, strike, civil commotion, government regulation, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Contest, in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received as of or after (if applicable) this termination or suspension date. Any person who 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 will forfeit any prize won and may be prosecuted to the full extent of the law. Released Parties assume no responsibility for any incomplete, incorrect, or inaccurate information, whether caused by tampering,

hacking, or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to entrant's or any other person's computer (or any information/material stored therein) relating to or resulting from participation in this Contest or downloading any materials in this Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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.

**10. MODIFICATION:** In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines, in its sole discretion, that the Contest is no longer capable of running as intended by these Official Rules for any reason whatsoever, Sponsor reserves the right to terminate, suspend, postpone, delay or modify the Contest, in whole or in part, including, but not limited to, any occurrences described in rule section VI above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Contest. If Sponsor determines that more prize claims are submitted or more prize notices are distributed than the number of prizes offered in these Official Rules, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor.

**11. RELEASES:** All Entrants, as a condition of participation in this Contest, agree to indemnify, release and hold harmless Sponsor, Released Parties, and each of their respective designees and assigns and all of their respective officers, directors, employees, representatives and agents, from and against any and all liability, claims, damages, injuries or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) participating in any aspect of the Contest, including, without limitation, while preparing for, participating in and/or traveling to or from any prize or Contest-related activity, including, without limitation, any injury, damage, death, loss or accident to person or property; (b) the receipt, ownership, possession, use or misuse of any prize awarded; (c) viruses or any downloading or other problems with the Contest application, or; (d) any typographical or other error in these Official Rules or the announcement of offering of any prize. In no event will Sponsor or Released Parties, its affiliates or their respective officers, directors, employees, representatives and agents be responsible or liable for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages. Prize winners bears all risk of loss or damage to his/her respective prize after it has been delivered.

**12. GOVERNING LAW/DISPUTES:** By participating, Entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Except where prohibited by law, Entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the Prize Winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Consumer Arbitration Rules of the American Arbitration Association, then effective; and (b) any and all claims, judgments and awards made pursuant to such arbitration shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees or legal costs; (c) under no circumstances will an 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; and (d) judgment upon the arbitrator's award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such award and an order of enforcement. All issues and questions concerning the construction, validity, interpretation and

enforceability of these Official Rules, or the rights and obligations of the Entrants, Sponsor, or the Released Parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania without giving effect to any choice of law or conflict of law rules (whether of the State of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania.

**13. DATA COLLECTION:** Sponsor collects personal information from Entrants when they enter the Contest (and for when they may be deemed a Prize Winner) for use in administration of the Contest. The information collected is subject to the Privacy Policy located at [www.ninjatek.com/privacy-policy](http://www.ninjatek.com/privacy-policy).

**14. OFFICIAL CONTEST RULES REQUEST:** For a copy of these Official Rules, send a request specifying Official Rules along with a self-addressed, stamped envelope postmarked by July 31, 2021 and received by August 30, 2021 and mail to: Compliance/“NinjaTek Chinchilla Launch” Contest Official Rules, 311 West Stiegel Street Manheim, Pennsylvania, 17545.

**15. WINNER LIST REQUEST:** To request confirmation of the name and city/state of residence for the Prize Winners, please send a self-addressed, stamped business size envelope, by December 31, 2021 to: Compliance/“NinjaTek Chinchilla Launch” Contest Winners List, 311 West Stiegel Street Manheim, Pennsylvania, 17545. Requests received after such date will not be acknowledged or returned.

**16. SPONSOR:** Fenner, Inc., located at 311 West Stiegel Street Manheim, Pennsylvania, 17545.

**17. MISCELLANEOUS:** The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor’s failure to enforce any term of these Official Rules will not constitute a waiver of that provision.