

SWEEPSTAKE RULES

Tech of the Month

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

SPONSOR.

The sponsor (the "Sponsor") of this Tech of the Month sweepstakes (the "Promotion") is AllPoints Foodservice Parts and Supplies, LLC, 607 W. Dempster St., Mt. Prospect, IL 60056, USA ("AllPoints").

PROMOTION PERIOD.

The AllPoints Promotion begins February 1, 2023, at 12:00 am Eastern Standard Time, and ends December 31, 2023, at 11:59 pm Eastern Standard Time.

WHO MAY ENTER.

The Promotion is open to licensed foodservice equipment repair technicians who are 18 years of age or older and residents of the United States of America at the time of entry. Employees of the Sponsor, Diversified Foodservice Supply, LLC, its subsidiaries and affiliates and/or their immediate family members are NOT ELIGIBLE. The Promotion IS VOID WHERE PROHIBITED.

HOW TO ENTER.

No purchase is necessary to enter the Promotion. To nominate a technician, complete the entry form <https://www.allpointsfps.com/allpoints-tech-of-the-month/>. Limit of one (1) entry, per valid email address, per eligible person, per month during the sweepstakes period. Nominees will be considered ineligible if they have previously been selected as a monthly nominee winner. If multiple entries are received, only the first entry will be accepted, and additional entries will be disqualified.

Incorrect and incomplete entries are void. The Official Rules are available on the website <https://www.allpointsfps.com/allpoints-tech-of-the-month/>. By submitting a Promotion entry, each entrant agrees to the Official Rules and states that the entry complies with all requirements explained in the Official Rules.

PRIZES AND APPROXIMATE RETAIL VALUE.

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING WITH AN ENTRY.

The Grand Prize Nominee Winner will receive one (1) \$4,000 Visa gift card. The First Place Monthly Nominee Winners will each be awarded one (1) \$250 Visa gift card (a total of eleven (11) \$250 Visa gift cards will be awarded). The Second Place Monthly Nominee Winners will each be awarded one (1) \$150 Visa gift card (a total of eleven (11) \$150 Visa gift cards will be awarded). The Third Place Monthly Nominee Winners will each be awarded one (1) \$50 Visa gift card (a total of eleven (11) \$50 Visa gift cards will be awarded). Visa Inc. is not a participant in or sponsor of this promotion.

Winners will be contacted at the e-mail address or phone number submitted with the entry. Failure of a Promotion winner to respond within fifteen (15) days may result in the forfeiture of the prize.

If a prize is unavailable, the Sponsor reserves the right to substitute an alternative prize of equal monetary value. All details and other restrictions of the prizes not specified in the Official Rules will be determined by the Sponsor in its sole discretion.

All federal, state, and local taxes, fees and surcharges and taxes on the prizes are the sole responsibility of the Promotion winners.

If the Promotion winner responds within the designated time frame indicated herein, then the prize will be delivered within thirty (30) days of the Promotion winner's response.

ODDS OF WINNING.

Odds of winning depend on the number of entries received. A total of thirty-four (34) prizes will be awarded, consisting of one (1) Grand Prize Winner and thirty-three (33) monthly nominee winners.

WINNER SELECTION.

Selection of the thirty-three (33) Monthly Nominee Winners and (1) Grand Prize Nominee winner will be based on random drawings.

The Grand Prize Nominee Winner will be randomly selected from the thirty-three (33) Monthly Nominee Winners.

RELEASE AND WAIVER.

Within ten (10) days of the Sponsor's request, each Promotion winner must provide a signed release authorizing the Sponsor and its agents to use the name and/or likeness of the Promotion winner in connection with the sweepstakes in any media. Failure to provide requested releases may result in the Promotion winners' disqualification from the Promotion and selection of an alternate prize winner.

LICENSE.

By responding to phone or email outreach and accepting a prize, the prize winners grant the Sponsor and its agents an irrevocable, perpetual, worldwide, non-exclusive license to use their names, photograph, statements, voice, entry information, state of residence, and/or likenesses in any media, except where prohibited by law. The Sponsor or its agents will not be required to pay any additional consideration or seek any additional approval in connection with such use.

WINNERS LIST.

To request a list of Prize winners, e-mail us at nominations@allpointsfps.com with the subject line "AllPoints Tech of the Month Winners List Request". A complete list of the Prize winners will be available on or around January 31, 2024, but no later than thirty (30) days after the prize winners are determined.

DISPUTES/VENUE/GOVERNING LAW.

By participating, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, this Promotion or any prize awarded (if applicable) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in in the county of Cook, Illinois; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Promotion but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules or the rights and obligations of any participant or Sponsor in connection with the Promotion shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

The invalidity or unenforceability of any provision of these official rules shall 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 shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or notifications and the terms and conditions of these official rules, these official rules shall prevail, govern and control.

LIMITATION OF LIABILITY.

By entering the Promotion, or accepting a prize, Promotion participants agree to release, discharge, and hold harmless Sponsor and its partners, affiliates, parent companies, subsidiaries, advertising agencies, and their employees, officers, directors, and representatives (collectively, the “Released Parties”) from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and prize delivery.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF THE PRIZES AND/OR THE PROMOTION, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE RELEASED PARTIES’ TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS PROMOTION AND ALL PRIZES 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.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; website failure; and/or theft, alteration, destruction of, or unauthorized access to Promotion entries. Sponsor is not responsible for any delay in delivery or damage to the prizes while in transit. Sponsor is not responsible for any problems with or technical malfunction of any computer online systems, servers or providers, computer equipment, software; human errors of any kind; injury or damage to the nominees’, the nominators’, or any other persons’ computers; and/or bodily injury to the nominees, the nominators, or any other person, related to or resulting from participation in the Promotion.

CONDITIONS.

THIS PROMOTION IS VOID WHERE PROHIBITED.

The Sponsor reserves the right to verify that any nominee has met entrance requirements and to disqualify any nominee that is not in accordance with these Official Rules. Failure by the Sponsor to enforce any of its rights does not constitute a waiver of those rights. The Sponsor reserves the right to cancel the Promotion, or to modify the Official Rules, at its own discretion.

FORCE MAJEURE.

In the event an insufficient number of eligible entries are received and/or the Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control then subject to any governmental approval which may be required, the Sponsor shall have the right to modify, suspend, or terminate the Promotion.

ADDITIONAL CONDITIONS.

The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend the Promotion should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In such case, the Sponsor will select the applicable Grand Prize Winner and the Monthly Nominee Winners, from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. The Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion or website. The Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or the Sponsor's representatives.

PRIVACY

In connection with the Promotion's entry process, the Sponsor will be collecting personal data about the nominees and the nominators on the websites in accordance with its privacy policy. Please review the Sponsor's privacy policy located at: <https://www.allpointsfps.com/privacy-policy/>. By participating in the Promotion, you hereby agree to the Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted the Sponsor's privacy policy. When you enter the Promotion on the websites, you may be asked to consent to receive promotional emails and reminders for upcoming promotions and information about the Sponsor. Consenting to receive such emails is optional and does not have to be agreed to in order to be eligible to enter the Promotion and does not improve your chances of winning.