## "The Great American Treasure Hunt" Game Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PARTICIPATION CONSTITUTES PARTICIPANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE "OFFICIAL RULES". VOID WHERE PROHIBITED.

**I. PROMOTION PERIOD:** "The Great American Treasure Hunt" Game (the "**Promotion**") begins on or about 12:00:01 a.m. Eastern Time ("ET") on December 1, 2023 ("**Start Date**") and ends at 11:59:59 p.m. ET on April 30, 2024 (the "**Promotion Period**"). The Promotion is sponsored by Johnnys Treasure Quest 900 W 14 Mile Road Clawson, MI 48017 (the "**Sponsor**"). The official clock for purposes of the Sweepstakes is the computer of the Sponsor.

II. ELIGIBILITY: The Promotion will be open to all legal residents of the forty eight (48) United States (Excludes Florida and New York) and the District of Columbia who are at least eighteen (18) years old (exceptions-must be 19 years of age or older for those that reside in states of Alabama or Nebraska) as of date of entry. Officers, members, directors, representatives and employees of the Sponsor, and any of its parent companies, affiliated companies, subsidiaries, dealers, franchisees, licensees, distributors, suppliers, participating retailers, advertising / promotion/judging agencies, persons engaged in the development, production or distribution of materials for this Promotion, and Compliance Sweepstakes Services LLC ("the Administrator") (collectively, the "Released Parties") and the immediate family members (defined as spouse, parents, grandparents, children, grandchildren, siblings, - whether biological, adopted, step or inlaw) of such individuals, or persons living in the same household as such individuals (whether related or not), are not eligible to participate in the Promotion. The Promotion is subject to all applicable federal. state, and local laws and regulations. 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. Void in Florida, New York, Puerto Rico, the U.S. Virgin Islands, Guam, U.S. Military installations in foreign countries, and where prohibited, taxed, or restricted by law.

III. HOW TO PARTICIPATE IN THE PROMOTION: An individual will be deemed a participant ("Participant") in the Promotion if he/she is eligible and participates via one of the two methods: 1) Purchase a JTQ chocolate bar (while supplies last) by visiting the www.johnnystreasurequest.com (the "Web Site") and follow the prompts to complete the purchase process. Purchase must be completed between December 1, 2023 and April 30, 2024. Each Participant will need to provide the following information: first and last name, street address, city, state, zip code, date of birth, phone number, and email address. If the chocolate bar contains a Silver ticket ("Silver Ticket") or Bronze ticket ("Bronze Ticket"), the Participant will need to follow the prize claim section below; or, 2) Request an game piece ("Game Piece") without purchase (while supplies last) by hand printing on a 3"x 5" card the following information: "The Great American Treasure Hunt" Game Piece Request, the participant's first and last name, date of birth, street address, city, state, zip code, phone number, and e-mail address. The completed 3" by 5" card must be mailed, along with a self-addressed, stamped envelope ("SASE"), in a standard business-size #10 envelope to: CSS / "The Great American Treasure Hunt" Game Piece Request, 326 Thornell Road, Pittsford, NY 14534. (VT residents need not affix a return stamp). All required information must be completed in order to receive a Game Piece. The request will need to be postmarked between December 1, 2023 and April 30, 2024, and must be received at the aforementioned address no later than May 4, 2024. One (1) Game Piece will be returned to the sender in the SASE. If the Game Piece is a Silver ticket ("Silver Ticket") or Bronze ticket ("Bronze Ticket"), the Participant will need to follow the prize claim section below. Limit-one (1) Game Piece request per envelope. Bulk shipments (multiple entries in one shipping package) will not be accepted, and will be destroyed. Requests for confirmation of receipt of game piece requests will not be acknowledged. Game piece requests must be original; no photo copies, facsimiles or reproductions of a game piece request will be accepted.

All required information must be completed to enter and to be eligible to win. Incomplete entries or incomplete game piece requests will be disqualified. Sponsor reserves the right, in its sole discretion, to

void any and all entries/game piece requests of a Participant who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper play of this Promotion. Proof of entering information is not considered proof of delivery to or receipt by Sponsor of a game piece request. The use of automated entry devices is prohibited and no mechanically reproduced game piece request are allowed; all such entries are void. Released Parties are not responsible for: lost, late, incomplete, illegible, incorrect, damaged, delayed, garbled, undelivered, misdirected, or postage-due registrations, entries or game piece mail requests, which will be disqualified. All entries, game piece requests, and any other submissions or correspondence with Sponsor or Administrator become the exclusive property of Sponsor and will not be acknowledged or returned.

**IV. WINNER DETERMINATION:** In order for a Participant to be a prize winner, the Participant must possess and redeem one of a limited number of specially coded winning "Silver Ticket" or "Bronze Ticket". The odds of winning a prize are approximately 1:367. The table below provides a list of available prizes, descriptions, Approximate Retail Value ("ARV) and the respective odds of winning a prize:

Prizes	ARV (\$)	# Available	Odds
Grand Prize - Trip for two to 2024 treasure hunt	\$3,000	10	1:5,500
First Prize - 1 ounce silver round coins	\$35	40	1:1,375
Second Prize - Treasure candles	\$69	25	1:2,200
Third Prize - Contest Jacket	\$75	25	1:2,200
Fourth Prize - 1 pound bar of pure copper	\$50	25	1:2,200
Five Prize - Yooper light rocks/mini-UV light	\$50	25	1:2,200
TOTAL	_	150	1:367

V. PRIZES: There will be (up to) ten (10) Grand, forty (40) First, twenty five (25) Second, twenty five (25) Third, twenty five (25) Fourth, and twenty five (25) Fifth Prizes available to be awarded. Each Grand Prize winner will receive a trip for two (2) to White Pine, MI. The Grand Prize ("Trip") includes the winner and a guest. The Trip will be for 7 days / 6 nights and will include: i) Two (2) round-trip coach airfares between a major airport closest to the winner's residence and the Sawyer International (MI) airport (plus round trip transportation between the Sawyer International Airport and Ontonagon, MI), OR, \$500 cash (to be awarded as a check) for travel expenses (as replacement for airfare), ii) cabin accommodations for (6) nights, iii) food/meals for the Grand Prize winner and guest, and, iv) the opportunity to participate in The Great American Treasure Hunt (June 2024-exact dates to be determined). The Approximate Retail value ("ARV") of each Grand Prize is \$3,000. Sponsor in its sole discretion, reserves the right to change Trip location. Travel and accommodations are subject to capacity controls, availability, limitations, and other restrictions, all of which are subject to change at Sponsor's sole discretion. Trip package fulfillment for the Grand Prize winner will be coordinated and determined by Sponsor (or its designee); all accommodations and airfare are SUBJECT TO AVAILABILITY. Once travel is booked, no change, extension or substitution of trip dates is permitted, except by Sponsor at its sole discretion. The Released Parties shall have no responsibility or liability for cancellations and/or delays or any change by the air carrier(s), lodging facilities, or other company or any other persons providing any of components of the prizes for the Grand Prize winner and his/her guest due to reasons beyond the Released Parties' control. Grand Prize winner must provide own transportation for themselves and their travel companions to and from departure airport. It is the responsibility of the Grand Prize winner and his/her travel guest to arrive at the departure airport in time for their flights, with proper government-issued travel documentation and proper identification. Certain travel and security restrictions may apply and it is the responsibility of the Grand Prize winner and travel guest to comply with all travel, security and other laws, regulations, airline passenger and accommodation rules that apply to them. The Grand Prize Winner and his/her guest will be solely responsible for all other expenses while redeeming the Grand Prize Trip package not specifically set forth herein including but not limited to: airline charges, travel insurance, ground transportation in and around destination location, meals, beverages, taxes, gratuities, merchandise, souvenirs, accommodation site services, telephone charges, tips/gratuities, side trips and excursions, and any other incidentals. Winner and his/her guest must execute liability/publicity releases prior to issuance of travel documents. In the event that any prize component of the Trip package is not available, cancelled or rescheduled for any reason, then the remaining elements of the prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded. If the Grand Prize winner chooses to accept the Trip package with less than one (1) guest, then the remaining elements of the Prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded. The Grand Prize awarded, consisting of products/services for two (2) people, requires that the Grand Prize winner and travel guest redeem the Grand Prize together. Sponsor will not replace any of the prize components that are lost, mutilated, or stolen. Any difference between stated ARV and actual value of Grand Prize will not be awarded. The Grand Prize Trip must be taken on the dates to be provided by the Sponsor or prize will be forfeited and no compensation will be awarded.

The First thru Fifth Prize descriptions and ARV are provided in the aforementioned table in Section IV above. The maximum total Prize Pool value is \$37,500.

VI. PRIZE TERMS AND CONDITIONS: Each prize winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. Each potential First thru Fifth Prize winner will be required to provide proof of identity, and return it by May 14, 2024. Each potential Grand Prize winner will be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release, an IRS W-9 form, and provide proof of identity (collectively, the "Prize Acceptance Release"), and return it within seven (7) days of the date it is sent (either postmark date if mailed, or send date if sent via email). In addition, each Grand Prize winner travel guest must sign a Travel Companion Waiver and return prior within ten (10) 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 the prize at issue will be forfeited. To claim a prize, you will be required to provide your correct full name, mailing address, telephone number, date of birth, 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.

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. The 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, transferable, or redeemable for cash 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. Administrator is not the supplier or guarantor of any prize. 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 Promotion.

Each 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 prize 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 the prize awarded to a winner may be reported for tax purposes as required by law. For tax reporting purposes, each prize winner receiving a prize with an ARV of \$600 or higher will be required to provide a completed IRS Form W-9 with a valid social security number before the prize will be awarded. An IRS Form 1099 will be issued in the name of each prize winner (receiving a prize with an ARV of \$600 or higher) for the total ARV of the respective prize, as stated above, for the calendar year the prize was won.

Each winner's acceptance of a prize constitutes permission (except where prohibited) for the Sponsor to use the winner's name, photograph, video, 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), in perpetuity, without notice, consent, review or approval or further compensation.

VII. HOW TO CLAIM PRIZES: To claim a Grand Prize (must have a Silver Ticket), attach "Participant Identification," (which is a 3"x 5" card/piece of paper that must include your first name, last name, street address, city, state, zip code, date of birth, daytime phone number and e-mail address) to the winning ORIGINAL Official claim portion of the "Silver Ticket" (the "Prize Claim"). The Prize Claim is the separate ticket copy of the "Silver Ticket" that is labeled "Prize Redemption Copy". Send the Prize Claim and Participant Identification to "The Great American Treasure Hunt" Game Winner, c/o Compliance Sweepstakes Services, 326 Thornell Road Pittsford, NY 14534. No copies or mechanical reproductions of the Official Silver Ticket or Prize Redemption Copy are allowed. Sponsor recommends that you send your Prize Claim/Participant Identification via registered / certified mail, return receipt requested, but it is not required. It is also strongly recommended that you retain a photocopy (front and back) of the winning Official Game Piece for your records. All Prize Claims for the Grand Prize must be received by May 14, 2024. Limit – One (1) Grand Prize per person.

To claim a **Prize with a Bronze Ticket (First thru Fifth Prize winners)**, recipients need to visit <a href="https://www.johnnystreasurequest.com">www.johnnystreasurequest.com</a> and navigate to the "Prizes" section (which is featured on the home page of the website) and read the prize claim eligibility information and follow the instructions to initiate your prize claim. Once the website information has been entered completely, each Prize winner with a Bronze ticket will need to send the ORIGINAL prize claim (the "**Prize Claim**") portion of the respective "Bronze" ticket via mail along with a driver's license and/or state ID for proof of residency & age verification to: Johnny's Treasure Quest Headquarters-Prize redemption (900 W 14 mile road. Clawson, MI 48017) for redemption verification. The Prize Claim is the separate ticket copy of the "Bronze Ticket" that is labeled "Prize Redemption Copy". No copies or mechanical reproductions of the Official Bronze Ticket or Prize Redemption Copy are allowed. Sponsor recommends that you send your Prize Claim/Participant Identification via registered / certified mail, return receipt requested, but it is not required. It is strongly recommended that you retain a photocopy (front and back) of the winning Prize Claim for your records. All Prize Claims for the First thru Fifth Prizes must be received by May 14, 2024.

Released Parties are not responsible for lost, late, incomplete, illegible, incorrect, damaged, delayed, garbled, unintelligible, undelivered, postage due or misdirected Prize Claims, Official Game Piece requests, or other mail or transmissions, which will be disqualified. Following verification of winning Grand Prize Official Game Piece Prize Claim, respective winners will be notified by phone, mail, or other home delivery service of Sponsor's choice. All prize claims are subject to verification by an independent judging organization whose decisions are final. Compliance Sweepstakes Services will contact and verify the potential Grand Prize winners, and the respective potential winners will need to provide proof of identity and sign an Affidavit of Eligibility and Liability/Publicity Release (and Travel Companion Waiver, where necessary).

VIII. USE OF PERSONAL INFORMATION/OPT IN: By entering the Promotion, you consent for the Sponsor to obtain, use, and transfer your name, address and other information ("Personal Information") for the purpose of administering this Promotion and such Personal Information will be kept by Sponsor for marketing purposes. The information that you provide in connection with the entry process will be used by Sponsor and Administrator only, and will not be sold or provided to another company. You will remain eligible for this Promotion whether or not you opt in to receive promotional e-mails from the Sponsor and will have the ability to opt out of receiving future promotional e-mails by clicking on the link contained in the most recent promotional e-mail received.

**IX. LIMITATIONS OF LIABILITY:** If for any reason this Promotion is not capable of running as planned for any reason, including, without limitation, due to tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm, pandemic, 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 Promotion, 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 Promotion, in whole or in part, at any time, without notice and award the

prizes, via a random draw, 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. Released Parties assume no responsibility for any error, omission, interruption, defect, delay in transportation, theft or destruction or unauthorized access to, or alteration of, entries. CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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.

X. 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 Promotion 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 Promotion, in whole or in part, including, but not limited to, any occurrences described in Rule No. IX above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Promotion. 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 the Promotion 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. For example, Sponsor may select a winner(s) in a random drawing from among the eligible entries received up to the time of the impairment or conduct a random drawing among all legitimate prize claimants, and neither Sponsor, the Administrator nor any of the Released Parties shall have any further liability to any entrant in connection with the Promotion.

Any submitted winning Official Game Pieces/Prize Claim are void and will be rejected if, in the sole discretion of the Sponsor, they: a) contain printing, typographical, mechanical or other errors or are otherwise printed / produced in error, b) were not obtained through authorized, legitimate distribution channels, or c) are defective, illegible, mutilated, altered, duplicated, photocopied, reproduced, forged, counterfeited, or tampered with in any way. Liability for any irregular, damaged, or missing Official Game Piece is limited to a free replacement, while supplies last. Official Game Pieces/Prize Claim submitted in any manner other than as stated in these Official Rules are void and will not be honored or returned. Each Official Game Piece/Prize Claim may only be redeemed once. Any act of fraud as determined in the Sponsor's sole discretion in the participation in this Promotion or regarding Official Game Pieces/Prize Claim will result in disqualification, prize forfeiture and possible legal sanctions.

XI. RELEASES: All Participants, as a condition of participation or entering in this Promotion, agree to defend, indemnify, release and hold harmless Sponsor, its affiliates, and the officers, directors, and employees, of Sponsor and of its affiliates, and Released Parties 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) accessing the Sponsor's Website; (b) participating in any aspect of the Promotion, including, without limitation, while preparing for, participating in and/or traveling to or from any prize or Promotion-related activity, including, without limitation, any injury, damage, death, loss or accident to person or property; (c) the receipt, ownership, possession, use or misuse of any prize awarded; (d) viruses or any downloading or other problems with the Promotion application; (e) any typographical or other error in these Official Rules or the announcement of offering of any prize, or; (f) Official Game Piece printing or production-related error. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize, except for any express manufacturer's warranty as may be included with the prize. Each prize winner bears all liability and risk of loss or damage to his/her respective prize after it has been delivered.

**XII. GOVERNING LAW/DISPUTES:** By participating, Participants agree to be bound by the Official Rules, Sponsor's Web Site Terms of Use (if any and if applicable to Participant's method of participating), and the decisions of the Sponsor and Administrator, which are final and binding in all respects. Except

where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in Detroit, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event legal fees; and (3) under no circumstances may entrant obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participants, Sponsor, or the Released Parties in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**XIII. OFFICIAL PROMOTION RULES REQUEST:** For a copy of these Official Rules, send a request specifying Official Rules along with a self-addressed, stamped envelope postmarked by April 30, 2024 and received by May 4, 2024 and mail to: Compliance/"The Great American Treasure Hunt" Game Official Rules, Box 469, Stonington, CT 06378.

**XIV. WINNERS LIST REQUEST:** To request confirmation of the name and city/state of residence for the prize winner(s), please send a self-addressed, stamped business size envelope, by June 30, 2024, to: Compliance/"The Great American Treasure Hunt" Game Winners List, Box 469, Stonington, CT 06378. Requests received after June 30, 2024 will not be acknowledged or returned.

XV. SPONSOR: Johnnys Treasure Quest 900 W 14 Mile Road Clawson, MI 48017.

XVI. ADMINISTRATOR: Compliance Sweepstakes Services LLC, 106 Elm St., Stonington, CT 06378.

XVII. 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. For Participant, to the extent there is a conflict between Official Rules appearing any other location and any terms of use or other agreements posted on the Sponsor's Website, these are the Official Rules to be abided by.