

Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

\$5 Challenge (the "Contest") is open to retail stores selling New Mexico Agricultural products. Employees of Media Matched Advertising and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

2. Organizer

The Contest is conducted by Media Matched Advertising (Organizer) on behalf of the Regents of New Mexico State University and New Mexico Department of Agriculture (NMDA), located at 9798 Coors Blvd. NW C-100, Albuquerque, New Mexico 87114.

3. Agreement to Official Rules

Participation in the Contest constitutes by retail store's (Entrant) Entrant full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Organizer, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The Contest begins on May 31, 2022 at 12 midnight mountain and ends on July 5, 2022 at 12 midnight MST (Contest Period). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods:

5. How to Enter

Simply submit up to four pictures of a single displays featuring New Mexico grown or made products in Entrant retail store for a chance to win weekly prizes for your store. Each Retail store is allowed one entry per week for a total of 5 entries over the 5 weeks total. Entries received from any retail store in excess of the stated limitation will be void. All entries become the property of NMDA and will not be returned.

Online: Online entry may be submitted by visiting our contest specific website (nm5dollar.com) and following the directions provided to complete and submit the entry.

6. Objective

Build a creative, attractive, and memorable display using primarily New Mexico-grown and/or -made products anywhere in your store. Other non-New Mexico products can be used sparingly, but only for cross-promotional purposes. Bonus points for displays that

incorporate NM—Taste the Tradition® or --Grown with Tradition® logos *or* the elevateNMag.com website! Email tastethetradition@nmda.nmsu.edu for logo artwork. A Retailer Participation Agreement may be required if one is not yet on file for your company. The elevateNMag.com site is NMDA's source for recipes and general information about the New Mexico's agriculture industry and products. QR codes to specific pages or recipes on this website, or any of NMDA's Taste the Tradition social media content, is also allowed and encouraged.

7. Selection of Winners

Entries will be judged by a panel of NM—Taste the Tradition®/--Grown with Tradition® logo program members. The odds of being selected depend on the number of entries received. The Organizer will attempt to notify the potential winner via telephone, email, or both. If the potential winner cannot be contacted within five (5) calendar days after the date of the first attempt to contact the winning Entrant, the Organizer may select an alternate potential winner.

8. Winner Notification

The potential winners will be notified by email, phone or both. Each potential winner will be required to complete, electronically sign and submit a Declaration of Compliance within five calendar (5) days of the date of actual notice of winning, in order to claim his/her prize. If a potential winner cannot be contacted within five calendar days, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Organizer will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (2) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be made available approximately 2 weeks after the conclusion of the Contest.

9. Prizes

Prizes will be listed on the Contest website. Additionally, NMDA will highlight the winning retail store on social media, primarily Facebook and Instagram. Prizes will be awarded to the retail stores, not individuals. If a retail store cannot accept the intended prize for that week, then an alternative prize can be discussed but not guaranteed. Taxes on the prize are the sole responsibility of the winner.

10. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Organizer, in its sole discretion, the Organizer may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible entries received up to the time of the impairment. The Organizer reserves the right in its sole discretion to disqualify any

individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Organizer reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Organizer to enforce any provision of these Official Rules will not constitute a waiver of that provision.

11. Release and Limitations of Liability

By participating in the Contest, Entrants agree to release and hold harmless the Organizer and NMDA, and each of their respective parents, regents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event, if applicable, the processing of entries or in any Contest-related materials; or (e) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE CONTEST, AND IN NO EVENT WILL THE ENTRANT BE ENTITLED TO RECEIVE ATTORNEY'S FEES. RELEASED PARTIES ARE ALSO NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY SITE USERS, TAMPERING, HACKING, OR BY ANY EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST. ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES.

12. Disputes

Except where prohibited, each Entrant agrees that any and all disputes, claims and

causes of action arising out of, or connected with, the Contest or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New Mexico. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants' rights and obligations, or the rights and obligations of the Organizer in connection with the Contest, will be governed by, and construed in accordance with, the laws of New Mexico, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than New Mexico.

13. Privacy

Information collected from Entrants is subject to sponsor's privacy policy.

14. Photo Release

By entering the contest Entrant gives NMDA the irrevocable right and permission to use and publish any and all photographs submit as part of the entry. Entrant agrees these photographs may be used by NMDA in NMDA's publications and promotional materials, including but not limited to NMDA's internet applications, advertising in newspapers and other media, slide shows, video applications, displays and exhibits, and other generally recognized communication methods for the purpose of representing NMDA activities and services to the community at large. Entrant also understand these photographs may be used by external, non-NMSU entities in collaboration with NMDA in similar fashion as described above, for purposes related to NMDA business. Entrant hereby release the NMDA from any and all claims, including but not limited to libel and invasion of privacy, resulting from the usage of these photographs. Entrant understands that no modeling fee or other compensation will be paid to Entrant for such use of the photographs.