

RULES AND REGULATIONS

GRUNDFOS GUTS & GLORY WATERPRO CHAMPIONSHIP

No purchase necessary to enter or win. Void where prohibited by law.

Entry and participation in the Contest constitutes your acceptance of these Rules and Regulations.

The Grundfos Guts & Glory WaterPRO Championship (“**Contest**”) is a two stage competition open to all water well contractors in the United States and Canada. The first stage of the Contest will consist of approximately 75 local qualifying events (“**Local Events**”). The top two finishers at each Local Event will receive a prize. In the second stage of the Contest, the United States contestants with the nine (9) top scores from among all United States Local Event contestants, and the Canadian contestant with the top score from among all Canadian Local Event contestants, plus two “Walk-On” contestants, will qualify to compete for a Grand Prize at the National Groundwater Association’s 2019 Groundwater Week trade show in Las Vegas, Nevada (“**NGWA Show**”), currently scheduled for December 2-5, 2019.

CONTEST DETAILS

1) **Contest Name:** Grundfos Guts & Glory WaterPRO Championship.

2) **Sponsor:** Grundfos Americas Corporation.

3) **Eligibility:**

a) Local Events:

- i) Must be (a) a registered Grundfos WaterPRO Dealer, or an employee enrolled by an employer who is a Grundfos WaterPRO Dealer, at the time of the Local Event; (b) a registered Grundfos WaterPRO Dealer, or an employee of an employer who was a Grundfos WaterPRO Dealer, in 2018; or (c) have expressed an intention to become a registered Grundfos WaterPRO Dealer by November 1, 2019.

(1) *WaterPRO® Dealer requirements can be viewed here:*

<http://lp.us.grundfos.com/WaterPro-Self-Registration.html>

- ii) Must be over eighteen (18) years of age, and a legal resident of the United States or Canada. The Contest is not open to residents of Quebec, Canada.

iii) Must be in attendance at the Local Event.

b) NGWA Show:

- i) Must be over eighteen (18) years of age, and a legal resident of the United States or Canada. The Contest is not open to residents of Quebec, Canada.

ii) Must be in attendance at the NGWA Show to participate in any of the competitions at the NGWA Show.

iii) Must either have:

(1) Participated in a Local Event and earned one of the top nine (9) scores from among all United States contestants at all Local Events, or earned the top score from among all Canadian contestants at all Local Events; or

(2) Earned a spot at the Walk-On Competition to be held at the NGWA Show to qualify as a Walk-On contestant. There will be a separate competition at the NGWA Show in which any qualified person will have the opportunity to compete for one of two (2) “**Walk-On**” spots for the Semifinal and Finals Competitions at the NGWA Show. Walk-On Competition contestants must meet the eligibility qualifications set forth for all contestants at the NGWA Show. Each Walk-On contestant must be a registered Grundfos WaterPRO Dealer as of December 2, 2019.

(a) WaterPRO Dealer requirements can be viewed here:

<http://lp.us.grundfos.com/WaterPro-Self-Registration.html>

4) Competition Locations:

a) Local Events:

i) Local Event competitions will take place within the United States and Canada between January 8, 2019 and October 31, 2019. Local Event competition locations will be announced on the Grundfos Contest website – www.grundfos.us/WaterPROChampionship – at least fourteen (14) days prior to the Local Event.

b) NGWA Show:

i) There will be a Walk-On Competition, a Semifinal Competition and a Finals Competition at the NGWA Show (NGWA’s 2019 Groundwater Week, currently scheduled to be held from December 2-5, 2019 in Las Vegas, Nevada, <https://groundwaterweek.com>).

5) Contest Rules:

- a) Grundfos representatives will function as the judge(s) at each Local Event and at each competition at the NGWA Show. The judge(s) will be present to make sure the competition is completed correctly, and the judge(s) will record the score for the competition. The decision of the judge(s) at any competition is final, and may not be appealed.
- b) Prize winners at each competition will be the contestant or contestants (depending on number of prizes being awarded) who, in the decision of the judge(s) and in the sole and exclusive discretion of the judge(s), complete the competition with the highest score or fastest time, as applicable, from among all contestants at that competition.
- c) Local Event Competitions:
 - i) Contestants at each Local Event will be tasked with completing a virtual reality game (“**Contest Challenge**”). Only one entrant per eligible Grundfos WaterPRO Dealer or intended Dealer is permitted at each Local Event. Contestants may participate in more than one Local Event.
 - (1) At the direction of the judge(s), each contestant will begin by putting on the virtual reality headset and beginning the game per the instructions given.
 - (2) Each contestant starts the Contest Challenge with a certain number of points. During the Contest Challenge, the contestant loses points for time spent and failure to respond correctly to a challenge. The contestant gains points for correctly answering trivia questions. At the end of the Contest Challenge, each contestant will be given his/her final score based on those factors.
- d) NGWA Show Competitions – “**Walk-On Competition:**”
 - i) Contestants in the NGWA Show Walk-On Competition will take the Contest Challenge. Only one entrant per WaterPRO Dealer is permitted at the Walk-On Competition. Any WaterPRO Dealer in attendance at the NGWA Show may participate in the Walk-On Competition, even if they have participated at a Local Event.
 - (1) At the direction of the judge(s), each contestant will begin by putting on the virtual reality headset and beginning the game per the instructions given.
 - (2) Each contestant starts the Contest Challenge with a certain number of points. During the Contest Challenge, the contestant loses points for time spent and failure to respond correctly to a challenge. The contestant gains points for correctly answering trivia questions. At the end of the Contest Challenge, each contestant will be given his/her final score based on those factors.
- e) NGWA Show Competitions – “**Semifinal Competition:**”

- (1) The contestants at the NGWA Show Semifinal Competition will be (a) the nine (9) contestants from the United States who completed the Contest Challenge with the highest score at a Local Event from across all Local Events, (b) the one (1) contestant from Canada who completed the Contest Challenge with the highest score at a Local Event from across all Local Events, and (c) the two (2) contestants who completed Contest Challenge with the highest scores at the Walk-On Competition.
- (2) Details on the challenge for the Semifinal Competition will be announced at the NGWA show.

f) NGWA Show Competitions - “Finals Competition:”

- (1) The three contestants from the Semifinal Competition who correctly completed the competition for the Semifinal Competition with the fastest times or highest scores, as applicable, will compete for the Grand Prize.
- (2) Details for the challenge for the Finals competition will be announced at the NGWA show.

6) Prizes (all contest prizes will be awarded in US Dollars):

a) Local Events:

- i) The odds of winning the Local Event prizes set forth below are based on the number of people participating in each Local Event and the skills of the contestants.
 - (1) 1st place at each Local Event, based on completion of the Contest Challenge with the highest score at that Local Event, will receive a \$100 Visa[®] Reward Card.
 - (2) 2nd place at each Local Event, based on completion of the Contest Challenge with the highest score at that Local Event, will receive a \$50 Visa[®] Reward Card.
 - (3) The United States contestants with the nine (9) highest scores taken from across Local Events, and the Canadian contestant with the highest score taken from across all of the Local Events, will receive: (a) roundtrip airfare for two people to the NGWA Show (only from the international airport that is closest to the contestant’s place of business; limited to the continental United States and Canada; economy class), (b) three nights’ lodging at the NGWA Show headquarters hotel (at the group-rate price of a standard double occupancy room for the NGWA Show), and (c) two entry passes to the NGWA Show (“**Travel Prize**”). Only airfare and taxes, the direct hotel room cost and taxes, and the NGWA Show entry fee will be awarded (amenities, extras, room charges, baggage charges and the like, and anything not specifically indicated as being included are the responsibility of the contestant). Contestants are responsible for all travel documents including passports. The total value of the Travel Prize shall not exceed \$2,500 US per contestant. Cash value for the Travel Prize will NOT be awarded for any reason, including that a contestant is unable to attend the

NGWA Show for any reason. Grundfos reserves the right in its sole discretion to substitute the Travel Prize for a prize of equal or greater value if the Travel Prize cannot be awarded for any reason. No refund or other compensation will be made in the event any component of the Travel Prize is not used, including in the event of cancellation or delay of flight, weather problems or customs or other access issues. A valid major credit card must be provided by the Travel Prize winner or his/her guest for hotel check-in and incidentals. All details and other restrictions of the Travel Prize not specified in these Rules and Regulations will be determined by Grundfos in its sole discretion.

- ii) Reward card prizes at Local Events will be awarded to the winning contestants at the end of each Local Event. If the winning contestant is not present when the highest scores are announced, the gift card will be sent by mail to the participant within one month.
- iii) The nine (9) United States and one (1) Canadian contestants with the highest scores will be notified of their qualification for the Contest Semifinal Competition via email or phone by their local Grundfos Representative on or before November 9, 2019. A listing of Semifinal participants will also be posted on the Contest website by November 13, 2019. Contestants so notified must accept entry into the Semifinal Competition by contacting Grundfos at 902 Koomey Road, Brookshire, Texas, 77423, or ecarmody@grundfos.com on or before November 16, 2019, to be eligible for the Travel Prize and to participate in the Semifinal and Final Competitions. Failure to accept as set forth above will result in the contestant forfeiting his/her right to the Travel Prize and to participate in any contest at the NGWA Show.
- iv) To receive a prize, each prize winner (and travel companion, as applicable) must sign a declaration of eligibility and liability/publicity release form provided by Sponsor.

b) NGWA Walk-On Prize:

- i) The two (2) contestants who complete the Contest Challenge with the highest score at the NGWA Walk-On Competition will be entered into the NGWA Semifinal Competition and eligible to compete for the Grand Prize. The odds of winning this prize will depend on the number of contestants and the skills of the contestants. There is no monetary or other prize associated with the NGWA Walk-On Competition.

c) Semifinal Competition Prize:

- i) The three (3) contestants who correctly complete the challenge for the NGWA Semifinal Competition with the highest score or fastest time, as applicable, will be entered into the NGWA Finals Competition and eligible to compete for the Grand Prize. The odds of advancing to the NGWA Finals Competition will depend on the skills of the twelve (12) Finals Competition contestants. There is no monetary or other prize associated with the NGWA Semifinal Competition.

d) Grand Prize:

- i) The contestant who correctly completes the competition for the NGWA Finals Competition with the highest score or fastest time, as applicable, will receive the “**Grand Prize**” of Ten Thousand Dollars (\$10,000). The runner up (correct completion of the challenge in the second fastest time or highest score, as applicable) will receive the Second Place Prize of Three Thousand Dollars (\$3,000). The third place finisher will receive the Third Place Prize of One Thousand Five Hundred Dollars (\$1,500). Each contestant in the NGWA Finals Competition will receive a prize.
- e) Ties: In the unlikely event of a tie during any competition (where two (2) or more contestants receive the same high score or best time, as applicable), the winner will be determined as follows: (a) for the Finals Competition, the winning contestant would be the contestant with the highest score or best time in the Semifinal Competition; (b) for the Semifinal Competition, the winner would be the contestant with the highest qualifying score or best time, and (c) for each Local Event, the winner will be based on which contestant has been a WaterPRO Dealer the longest, based on date of WaterPRO Dealer registration.

7) **General Terms and Conditions:**

- a) Publicity: By entering the Contest, contestants agree to participate in any media or promotional activity resulting from the Contest. Each contestant consents to the use of their name, company name, image, likeness and comments in any form, in any medium, anywhere in the world, by Grundfos and its affiliates without additional compensation or remuneration.
- b) Privacy: By entering the Contest, each contestant agrees and acknowledge that personal data submitted by them in registering, such as name, mailing address, phone number, email address and the like, may be collected, processed, stored and otherwise used by Grundfos for the purposes of conducting and administering the Contest. Grundfos’ legal and privacy policies will apply in all other respects, and can be found here: <https://us.grundfos.com/navfooter/legal-issues.html>
- c) Waiver and Release of Claims: Participation in the Contest and taking part in the Contest Challenge, the Semifinal challenge or the Finals challenge involves the use of a virtual reality headset, which some people find uncomfortable or disorienting, physical exertion, and bears a risk of injury to the contestant. Grundfos accepts no responsibility or liability in connection with any injuries, including personal injuries or death, losses or damages of any kind directly or indirectly caused by or resulting from participation in the Contest, or as a result of the use of a prize won as part of the Contest. By entering, each contestant agrees to release Grundfos, its parents, subsidiaries, affiliates and their directors, officers, employees and agents, from any and all claims, loss, damage or injury as a result of or incident to their participation in the Contest or their use of a prize.
- d) Indemnity. To the maximum extent permitted by law, each contestant indemnifies and agrees to keep Grundfos harmless from and against any liability, claim, demand, loss, damage, cost and expense resulting from: (i) the act or omission of the contestant while

participating in the Contest, (ii) any misrepresentation made by the contestant in connection with the Contest, or (iii) any non-compliance by the contestant with these Rules and Regulations.

- e) Disqualification. Grundfos has the right to disqualify any contestant if it determines the contestant has not complied with these Rules and Regulations, has cheated in connection with any Contest challenge, or otherwise has acted in a manner that is not in the best interest of Grundfos and its distributors. All decisions by Grundfos related to the Contest shall be final and binding, including the interpretation of these Rules and Regulations. Grundfos reserves the right to make changes to these Rules and Regulations, to change the competitions, and to change the date of any Local Event or competition at the NGWA Show. Grundfos reserves the right to cancel/terminate, modify or suspend the Contest for any reason, including if in Grundfos' sole determination it believes that the integrity of the Contest has been, or could be, compromised or that the Contest is not capable of running as planned or fairly, including by tampering, unauthorized intervention, fraud, technical failures, force majeure, or any other causes beyond the control of Grundfos.
- f) Taxes: Awards of prizes, including the Grand Prize, are subject to the express requirement that the winning contestant provide Grundfos with all documentation requested by Grundfos to comply with applicable federal, state, provincial and local tax laws. A winning contestant is responsible for all taxes on any prize, including the Grand Prize. If Grundfos is required by law to withhold taxes on a prize, then the amount paid to the prize recipient will be net of the withholding amount. Failure of a contestant to submit required documentation will result in forfeiture of the prize by that contestant, and Grundfos may, in its sole discretion, select an alternate winner.
- g) Dispute Resolution: Except where prohibited by law, as a condition of participating in this Contest, each contestant agrees that (i) any and all disputes and causes of action arising out of or connected with this Contest, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the contestant; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will a contestant be permitted to obtain awards for, and each contestant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, whether foreseeable or not and whether based on negligence or otherwise, including attorneys' fees, and each contestant further waives all rights to have damages multiplied or increased.
- h) Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules and Regulations, or the rights and obligations of a contestant with regard to the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois.
- i) Program: Grundfos will provide a program in connection with the Grundfos Guts & Glory WaterPRO Championship at the NGWA Show prior to each competition. The

precise program will be communicated directly to the qualifying contestants from each Local Event. Grundfos reserves the right to make changes to the program.

- j) Legal Notices: The OmniCard® Visa® Reward Card is issued by MetaBank®, pursuant to a license from Visa U.S.A. Inc. The Visa® Reward Card can be used everywhere Visa® debit cards are accepted. No cash or ATM access. OmniCard, MetaBank and Visa are not sponsors of the Contest. OmniCard®, Visa® and MetaBank® are registered trademarks of their respective owners. WaterPRO is a registered trademark of Grundfos Pump Corporation in the United States, and a trademark of Grundfos Pump Corporation in Canada.