



First Star Logistics
11461 Northlake Dr.
Cincinnati, OH 45249

DAVE LAPHAM PODCAST GIVEAWAY TERMS AND CONDITIONS

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Sponsor.** The Sponsor of In the Trenches with Dave Lapham Podcast Giveaway is First Star Logistics, LLC, 11461 Northlake Dr, Cincinnati, OH 45249.
2. **Eligibility.** In the Trenches with Dave Lapham Podcast Giveaway (the "Sweepstakes") is only open to those who sign up at <https://gleam.io/4OJhg/in-the-trenches-with-dave-lapham-podcast-giveaway>, are located within the United States ("US"), have a valid email, valid US phone number, and are 18 years of age as of the date of entry. The Sweepstakes is open worldwide, and is void where prohibited by law. Employees, independent contractors, interns, officers, directors, and agents of First Star Logistics, LLC (the "Sponsor"), or their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, as well as their immediate family members and/or those individuals living in the same household of each, are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.
3. **Agreement to Rules.** By entering the Sweepstakes, the contestant ("you") agree to comply with and abide by these Rules and the decisions of the Sponsor, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the Sponsor's decisions as final and binding as it relates to the content of this campaign. Entrants should look solely to the Sponsor with any questions, comments or issues related to the Sweepstakes.
4. **Entry Period.** The Sweepstakes begins at on October 25, 2021 at 8:00 AM EDT and ends at on December 3, 2021 at 8:00 PM EST (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible.
5. **How to Enter.** The Sweepstakes must be entered by submitting an entry using the online form provided at <https://gleam.io/4OJhg/in-the-trenches-with-dave-lapham-podcast-giveaway>. The entry must fulfil all requirements of the Sweepstakes, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications of the Sweepstakes may be disqualified at the sole discretion of the Sponsor. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules of the Sweepstakes, your submission may be disqualified at the sole discretion of the Sponsor.
6. **Prizes.** The winner(s) of the Sweepstakes (individually a "Winner" and collectively the "Winners") will receive one of the following prizes, in no particular order, which does not include expenses associated with traveling to or from Cincinnati, OH or any costs associated with lodging:



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- 1 winner will receive a GRAND PRIZE: \$3,000
- 1 winner will receive an iPhone 13 (estimated retail value: \$1000 value)
- 1 winner will receive Dinner with Dave Lapham at Jeff Ruby's (Includes 2 Dinner Spots) (estimated retail value of \$500 value)
- 1 winner will receive Dave Lapham Signed Football + (2) Bengals Home Game Tickets (estimated retail value of \$450 value)

Limit one prize per family or household. Actual/appraised value of prizes may differ at time of prize award. No cash or other prize substitution shall be permitted except at the Sponsor's discretion. The prize is nontransferable. Substitution of the prize or transfer/assignment of the prize to others or request for the cash equivalent of the prize by the Winner is not permitted. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner. If a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries until a Winner is selected.

7. **Shipping of Prizes.** Sponsor maintains that it will be responsible for all reasonable shipping and handling costs associated with sending/ mailing to the selected Winners the various prizes, as needed.
8. **Drawing:** A random drawing will be conducted on or about December 6, 2021, by Sponsor to select the random Winners from among all eligible entries received. Odds of winning depend on the number of entries received. The Winner will be notified within 7 days of the winner selection process via email. The Sponsor shall have no liability for a Winner's failure to receive notices due to spam, junk e-mail or other security settings or for a Winner's provision of incorrect or otherwise non-functioning contact information. Potential winners must sign and return any required Affidavit of Eligibility and Release within 24 hours of the date notice is sent to the winner via email or such other date set by Sponsor. Failure to respond within the applicable time period will result in forfeiture of prize and Sponsor shall have the option to award the prize to an alternate winner. The return of any prize notification or prize as undeliverable may result in disqualification and an alternate winner may be selected. All income taxes resulting from acceptance of prize are the responsibility of winner. By entering this sweepstakes, entrant accepts and agrees to these Terms and Conditions and the decisions of the Sponsor, which shall be final in all matters. Acceptance of a prize also constitutes permission to the Promotion Parties to use winner's name, and likeness, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. Receipt of the prize offered in this Campaign by a Winner is conditioned upon compliance with any and all federal, state, and local laws and regulations. All federal and state laws apply. At the sole discretion of the Sponsor, Sponsor may find that any violation of these official rules by a Winner may result



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in the Winner's disqualification as Winner, and all privileges as a Winner will be immediately terminated.

9. **Limitation of Liability:** By entering this sweepstakes, entrants waive all right to, and hold the Sponsor harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this sweepstakes or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Sponsor will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this sweepstakes; by any human error which may occur in the processing of the entries in this sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the sweepstakes, or announcement of the prizes. If, in the Sponsor's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the sweepstakes, Sponsor reserves the right to, in its sole discretion, cancel or modify this sweepstakes in a manner deemed appropriate. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form.
10. **Disputes:** This Sweepstakes is governed by the laws of the State of Ohio, without giving effect to any of its conflict of laws provisions thereof, and any dispute hereunder shall be brought in a court of competent jurisdiction in Hamilton, County of the State of Ohio or before those Federal Courts situated within said county. By participating in this Campaign, you further agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action. Furthermore, in any such dispute, under no circumstances shall you be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than actual out-of-pocket expenses (i.e. costs associated with entering the Sweepstakes). You further waive all rights to have damages multiplied or increased.
11. **Winners List:** To request a copy of the winners list please contact the Sponsor. Requests be received by Sponsor no later than (4) weeks after the end of the Entry Period.
12. **Miscellaneous:** The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram, Snapchat, YouTube, Reddit, Pinterest, LinkedIn or any other social networks that are used to share the Sweepstakes. You



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understand that you are providing your information to the owner of the Sweepstakes, the Sponsor, and not to Facebook, Twitter, Instagram, Snapchat, YouTube, Reddit, Pinterest, LinkedIn or any other social networks.

13. **Acceptance of Rules:** By participating in the Sweepstakes, you have affirmatively reviewed, accepted, and agreed to all of the Official Rules, Terms and Conditions.
14. **Severability.** If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such as invalidity, illegality, or unenforceability, shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.
15. **Modification of Terms and Conditions.** Sponsor reserves the right to modify these terms and conditions, as needed, up to and including canceling the Sweepstakes or modifying the prizes awarded, and as Sponsor sees fit. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.