

## **Relay Payments Inc. Haul of Fame 2024 Contest Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** THE CONTEST IS VOID WHERE PROHIBITED BY APPLICABLE LAW OR REGULATORY ORDER.

These Official Rules are applicable to all Professional Drivers (defined below) nominated for a chance to win a prize as part of the Contest (“**Nominee**”) and those individuals who may be nominating/entering a Nominee into the Contest (“**Nominator**”) (**collectively, “Participant**”).

**1. Eligibility:** The Relay Payments 2024 Haul of Fame Contest (the “Contest”) is open only to legal residents of the fifty (50) United States or the District of Columbia who are at least 18 years of age at the time of entry.

The Contest is open for nominations of persons who, at the time of the nomination, are employed or self-employed full-time as a commercial truck driver (as determined by Sponsor in its sole discretion), are legal residents of the 50 United States or District of Columbia and are at least 18 years old (each a “Professional Driver”).

Eligible entrants can nominate themselves or submit a Contest entry as a Nominator by nominating another eligible Nominee. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. All entries submitted are the property of Sponsor. Entry in the Contest does not constitute entry into any other promotion, contest, or sweepstakes.

Eligibility Notes: Nominators are responsible for confirming whether their Nominee or his/her employer has any policies or restrictions concerning participation in this Contest, or whether he or she is otherwise prohibited from entering the Contest. The awarding of prizes is subject to such policies. If, for any reason, any Nominee is unable to accept a prize, the prize will be forfeited, and Sponsor will not have any further obligation to such Nominee. Employees, officers and directors of Sponsor, HMS Holdings, LLC, and each of their respective parent, and each of their respective affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize providers and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) are not eligible to enter the Contest or win a prize (collectively, the “Contest Entities”). For purposes of this Contest, immediate family members are defined as: spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not.

**2. Sponsor:** Relay Payments Inc., 400 Galleria Parkway, Suite 500, Atlanta, GA 30339.

**3. Agreement to Official Rules:** Each Participant’s, whether a Nominee or Nominator’s, involvement or participation in this Contest constitutes each Participant’s and winner’s full and

unconditional agreement to all terms and conditions set forth herein (the "Official Rules") and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor. Sponsor's decisions are final and legally binding in all matters related to this Contest and not subject to further review in any forum. Winning a prize is contingent upon fulfilling all requirements set forth herein, including consent to a confidential background check to confirm each potential winning Professional Driver's eligibility and compliance with these Official Rules. Due to the nature of the prize offered, if a background check reveals that a potential winning Professional Driver has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its sole discretion, the potential winning Professional Driver may be disqualified at Sponsor's sole and unlimited discretion.

**4. Timing:** The Contest begins on April 9, 2024 at 9:00 a.m. Eastern Time ("ET") and ends on June 30, 2024 at 11:59 p.m. ET (the "Contest Period"). Sponsor's computer is the official time-keeping device.

**5. How to Enter:** Enter via Microsite: During the Contest Period, visit [relaypayments.com/haul-of-fame](https://relaypayments.com/haul-of-fame) and follow the links and instructions to complete and submit the registration form, including your name and requested contact information (company, email, and phone number) and the name and requested contact information for the nominated Professional Driver. Then, follow the links and instructions and describe why you consider that Professional Driver to be a "Haul of Fame Inductee" per the criteria described in Section 7 below ("Submission").

By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Submission meets all requirements and restrictions, it will be deemed one valid (1) Submission.

**Submission Requirements and Restrictions:**

- Submission must be in English;
- Submission must be your original work;
- Completed registration form (agreeing to Official Rules, including Submission, providing all appropriate contact information as required);
- Submission must not include any content that promotes unlawful or unsafe driving;
- Submission must not include any content that is inherently dangerous, is unsafe, or appears to be unsafe. Accordingly, no firearms/weapons or any content that includes any violence;
- Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity and intellectual property rights;
- Submission must not contain trademarks, logos (except Sponsor's, which are not required to be included) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's, which are not required to be included) of any kind, without permission;
- Submission must not promote or reference alcohol, illegal drugs, tobacco, or any political agenda;

- Submission must not contain material that is disrespectful, unduly embarrassing, humiliating, inappropriate, offensive, indecent, obscene, sexually explicit, profane, tortious, defamatory, slanderous or libelous;
- Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- Submission must not disparage Sponsor, Professional Driver, or any other person or party;
- Submission must not promote any direct competitor of Sponsor or another brand; and
- Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

**Limit:** There is no limit on the number of entries a Nominator may submit during the Contest Period. Each Submission must be unique. Duplicate submissions for the same Professional Driver will not increase the chances of winning the Contest.

In the event of dispute as to the identity or eligibility of a potential winner, the winning Submission will be declared made by the authorized account holder of the email address used to enter the Contest provided he/she is eligible according to these Official Rules. In the event a dispute regarding the identity of the Participant who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Tampering or fraud in connection with the entry process or the operation of the Contest, including, but not limited to the voting phase, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. The "authorized account holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each Participant may be required to show proof of being an authorized account holder.

Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms; all of which will be void. Sponsor is not responsible for problems downloading or uploading any contest-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit a Participant's ability to participate in this Contest. Partial or incomplete entries WILL NOT BE ACCEPTED AS CONTEST ENTRIES and shall not be eligible for any prize.

**6. Sponsor's Use of Submissions:** Uploading a Submission constitutes Participant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part,

on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, Participant will sign any documentation that may be required for Sponsor or their designees to make use of the non-exclusive rights Participant is granting to use the Submission. Once an entry nomination is submitted, the Participant cannot revise such entry in any way.

**7. Winner Determination/Hall of Fame Inductee Criteria:** Winners will be chosen from the pool of Nominees and determined according to the process set forth below. After the Contest Period, a panel of judges determined by Sponsor who are employed by the Sponsor in its sole discretion and/or are members of the industry (the “Judges”) will select the two (2) Submissions describing the Nominee who best exemplifies the following weighted criteria. These judges are employed by the Sponsor and/or work with companies in the trucking industry on a daily basis, communicating with customers, receiving product feedback, and collectively working to improve the industry. The Nominee has:

- Enhanced the image of trucking (e.g., by speaking with other drivers and professionals in the industry to grow interest in trucking as a profession) – 20%
- Had a positive impact on the industry (e.g., by dedicating their life serving our country delivering goods) – 20%
- Provided exemplary service to his or her community (e.g., by volunteering on a regular basis in their community) – 20%
- Been a rookie driver exhibiting excellence (e.g., by going above and beyond to assist fellow drivers and/or employees with unloading their truck) – 20%
- The Nominee’s story emotionally moved the Judges or was particularly compelling – 20%

Sponsor reserves the right to select fewer than two (2) winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

**8. Winning Professional Driver Requirements:** A Nominator whose Submission is chosen as describing a potential winning Professional Driver and the potential winning Professional Driver will be notified on or around August 8, 2024 via email or phone (from either [Monique@relaypayments.com](mailto:Monique@relaypayments.com) or [David.barak@relaypayments.com](mailto:David.barak@relaypayments.com)) and asked to confirm, within two (2) days of the date notice or attempted notice is sent, his/her full legal name, mailing address, AND valid email address previously provided.

Next, each potential winning Professional Driver will be required to sign and return a Declaration of Compliance, Liability Waiver, Form W-9, and, where not prohibited, a Publicity Release (“Declaration”) including consent to agree to a confidential background check, which must be received by Sponsor, within five (5) days of the date notice or attempted notice is sent, in order to confirm eligibility and claim his/her prize. A Professional Driver’s participation, prize acceptance and/or prize receipt constitutes his/her full and unconditional agreement to these Official Rules. If the background check reveals that a potential winning Professional Driver has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by

Sponsor in its discretion, Sponsor may disqualify such potential winning Professional Driver. If a potential winning Professional Driver cannot be contacted or fails to provide any requested information or document within the required time period, the potential winning Professional Driver is disqualified and forfeits the applicable prize. If a potential winning Professional Driver is disqualified for any reason, Sponsor may award the applicable prize to a runner-up, in its sole discretion, based on the judging process above, but is under no obligation whatsoever to award the Prize to another winner and may instead declare the Contest null and void.

**9. Prizes: TWO (2) GRAND PRIZES:** Two (2) NASCAR race tickets to the Quaker State 400 Available at Walmart, Atlanta, GA, September 8, 2024, round trip airfares for the winning driver and a person of their choice, two (2) night hotel stay, transfer to and from the Atlanta Motor Speedway, a \$250 fuel voucher, a stipend for meals and entertainment and Relay swag. Selection of airline, seat location, hotel room type, and any and all travel arrangements are solely within the Sponsor's discretion. All expenses not specifically mentioned herein are solely the winner's responsibility.

There is no prize for the person who entered the Submission.

**For All Prizes:** Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion and are provided AS IS, without warranty of any kind. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Unless as otherwise specified herein, each winning Professional Driver will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used. Winners will receive a 1099 from Sponsor at the end of the year. All prize details not specified herein will be determined by Sponsor in its sole discretion. No substitution or transfer of Prize is permitted. If the Prize or the Prize notification is returned as undeliverable or any non-compliance with the Official Rules or failure to respond within the applicable time period, it will result in forfeiture of the Prize. Prize will be awarded only if the prize winner fully complies with these Official Rules Limit: One (1) prize per person. Prizes will be fulfilled approximately 4 – 8 weeks after all winner confirmation is complete.

**10. Release:** By participating in the Contest and/or receipt of any prize, each Participant agrees to release and hold harmless the Sponsor, HMS and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, licensors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**11. Publicity:** Acceptance of any prize shall constitute and signify each person's agreement and consent that Sponsor and its designees may use the person's name, city, state, likeness, photo, image, voice, biological information, including Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in perpetuity, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except

where prohibited by law.

**12. Ownership of Submission:** Each Participant shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each Participant accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each Participant will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**13. General Conditions:** Sponsor reserves the right to cancel, suspend, extend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, or any event or cause beyond Sponsor's control, including, but not limited to, events such as natural calamities, national emergencies, widespread illnesses, declarations of war, acts of God, acts of terrorism, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, interferes with any aspect of the Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner(s) from among all non-suspect, eligible Entries received up to the time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right 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 the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**14. Limitations of Liability:** Released Parties are not responsible or liable for: (1) any incorrect or inaccurate information, whether caused by Participant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in

whole or in part, from Participant's involvement or participation in the Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

By participating in the Contest, Participant agrees to indemnify, defend and hold harmless Released Parties from any and all damages, claims, and liability (including attorney's fees and costs) arising out of or relating in any way to Participant's involvement or participation in Contest and acceptance or use of any Prize and to release all rights to bring any claim, action or proceeding against Released Parties. This includes, but is not limited to, any and all claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss or damage of any kind, or any other harm suffered directly or indirectly arising from or in connection with Participant's involvement or participation in and/or entry into the Contest or acceptance or use of any Prize or, including but not limited to, traveling to, preparing for and/or participating in any Contest Prize-related activity and for any claims based on publicity rights, defamation, invasion of privacy, or Prize delivery.

**15. Disputes:** Except where prohibited, each Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Georgia (or the appropriate State Court located in Cobb County, Georgia); (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant 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 Participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Georgia without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

**16. Personal Information:** Information collected from Participant is subject to Sponsor's Privacy Policy: [relaypayments.com/legal](https://relaypayments.com/legal).

If Nominator chooses to nominate a Nominee and provide Sponsor with information relating to other parties, including Nominee ("Third-Party Data"), Nominator acknowledges, represents, and agrees (a) that Nominator has the consent of the relevant other party for Sponsor to access

and use the relevant Third-Party Data, and (b) that Nominator has notified the other relevant party and informed him or her how his or her information is collected and used by Sponsor.

**17. Winner List:** The winners will be announced on the Relay Payments website and the Relay Payments Instagram page on or about the start of September 2024. The winners will be posted after winner confirmation is complete.

**18. Miscellaneous:** The invalidity or unenforceability of any provision of these Official Rules or any related documents or communications will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules 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. Participant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy, or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

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