

Giveaway Legal Agreement

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

1. Eligibility: Campaigns are open only to those who sign up at each individually branded campaign and who are 18 as of the date of entry. The Campaign is open to legal residents of the United States, global participants and is void where prohibited by law. Employees of Celebration Wishes, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Celebration Wishes Inc as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted online through date as defined on the Campaign posted deadline.

4. How to Enter: The Campaign must be entered by completing the campaign instructions and submitting an entry using individual campaign form provided in each giveaway’s content & copy. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Celebration Wishes Inc. 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, your submission may be removed from eligibility at the sole discretion of Celebration Wishes.

5. Prizes: The Winner(s) of the Campaign (the “Winner”) will receive prizes approved by Celebration Wishes and offered on each individual campaign. Actual/appraised value differs per campaign and may differ at time of prize award. The specifics of the prize shall be solely determined by Celebration Wishes. No cash or other prize substitution shall be permitted except at Celebration Wishes’s discretion. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall



be the sole responsibility of Winner. Acceptance of prize constitutes permission for Celebration Wishes to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of Celebration Wishes. Celebration Wishes shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT CELEBRATION WISHES'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Celebration Wishes, anyone acting on behalf of Celebration Wishes, and Celebration Wishes's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Celebration Wishes. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Celebration Wishes from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Celebration



Wishes may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

8. Terms & Conditions: Celebration Wishes reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Celebration Wishes's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. Celebration Wishes reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Celebration Wishes reserves the right to seek damages to the fullest extent permitted by law.

9. Limitation of Liability: By entering, You agree to release and hold harmless Celebration Wishes and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

