## **Official 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

Cratejoy's Feelin' Lucky Contest ("Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Cratejoy, Inc. 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 member of each such employee are not eligible. The Contest is subject to federal, state and local laws and regulations.

### 2. Sponsor

The Contest is sponsored by Cratejoy, Inc., located at 801 Barton Springs Rd., 9<sup>th</sup> Floor, Austin, TX 78704.

# 3. Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, 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 March 4, 2019 at 12:00 AM Central Standard Time and ends on March 18, 2019 at 11:59 PM Central Daylight Time ("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

To enter the Contest, entrant must complete the following steps: i) select a subscription box listing ("Box") featured at https://cratejoy.com/collection/discover-new-favorites/; ii) submit a written review for Box listing, with or without authentic photograph(s) of Box; and iii) create a user account with Cratejoy. Inappropriate comments in a review will be evaluated and/or disqualified at the sole discretion of Sponsor. Limit two (2) entries per person per subscription box for the duration of the Contest Period, regardless of method of entry. Entrants may submit a review for more than one subscription box. Entries received from any person or e-mail address in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

#### 6. Prize Selection

On or about March 31, 2019, the Sponsor will select potential winners from among all eligible entries received. Winning entries will be selected based on the following judging criteria: i) readability of language; ii) description of authenticity; and iii) effort of detail. The Sponsor will attempt to notify the potential winner via e-mail on or about April 3, 2019. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternative potential winner in his/her place from the remaining non-winning, eligible entries.

### 7. Winner Notification

The potential winners will be notified by e-mail. Each potential First, Second, and Third Prize winner will be required to complete, electronically sign and submit a Declaration of Compliance and Release within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to submit the Declaration of Compliance and Release within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance and Release on the potential winner's behalf and fulfill any offer requirements imposed on winner set forth herein. 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, Sponsor will award the applicable prize to an alternative winner by selecting from among all remaining eligible entries. Only three (3) alternate selections will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

### 8. Prizes

A total of three (3) Prizes will be awarded to entrants in the Contest. Each prize will be awarded to one (1) selected winner, for a total of three (3) Prize winners overall. Prizes are as follows: i) a First Prize of USD \$500.00; ii) a Second Prize of one six-month subscription to the subscription box of potential winner's choice; and iii) a Third Prize of one three-month subscription to the subscription box of potential winner's choice. Limited to one (1) prize per household. Subscription boxes chosen by Second Prize winner and Third Prize winner must have a claimed listing hosted on the Cratejoy Marketplace (<a href="https://cratejoy.com">https://cratejoy.com</a>) and hold a monthly value at or below \$65.00. Subscription prizes do not renew. Prizes are nontransferable and no substitutions or cash redemptions will be made other than as provided herein. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason.

#### 9. 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 person, as determined by Sponsor in its sole discretion, the Sponsor 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 the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award Prizes from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor 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 violation of criminal and civil law, and should such an attempt be made, Sponsor 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 Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

# 10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents ("Released Parties"), from and against any claims 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 services provider, or other satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunction, 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, announcement of the winner, cancellation or postponement of the event and/or the flyover, if applicable, or in part, from entrant's participation in the Contest or acceptance, receipts or misuses of the Prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, Released Parties' liability will be limited to the cost or entering and participating in the Contest, and in no event shall 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 rights to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

# 11. Dispute

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 shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Texas, 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 Texas.

## 12. Privacy

Information collected from entrants is subject to Sponsor's privacy policy. See Sponsor's user terms & conditions at https://www.cratejoy.com/sell/terms/.