Official Rules

NO PURCHASE NECESSARY TO WIN. ANY PURCHASE WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.

- **1. Eligibility.** Cratejoy's Celebrate Mom Contest ("Contest") is open to persons who are legal residents of the 50 United States and the District of Columbia and eighteen (18) years of age or older at time of entry. Void where prohibited. All federal, state and local laws and regulations apply. Employees of Cratejoy, Inc. ("Sponsor"), and its affiliates, subsidiaries and advertising and promotional agencies, judges, and the immediate family members of each, or of any company affiliated with the Contest and collectively with the foregoing persons or entities ("Contest Entities"), are not eligible to participate.
- **2. Sponsor.** The Contest is sponsored and administered by Cratejoy, Inc., located at 801 Barton Springs Rd., 9th Floor, Austin, TX 78704. Sponsor's decisions are final and binding as to all aspects of this Contest.
- **3. Contest Entry Period.** Contest begins at 12:00am Central Daylight Time ("CDT") on April 26, 2020, and ends at 11:59pm CDT on May 10, 2020.
- **4. How to Enter.** Eligible participants ("Entrants") can enter the Contest during the Contest Entry Period by i) following @Cratejoy on Facebook, ii) posting a short video to Facebook discussing their primary maternal figure; iii) tagging the post with the hashtag #sharemycratejoy; and iv) tagging @Cratejoy and the entrant's maternal figure (e.g. mother, stepmother, mother-in-law, aunt, et al.) in the comments of the post. After successfully following these steps, Entrant will be entered into the Contest. Entries and all associated media become the property of the Sponsor and may not be returned. If there is a dispute as to the identity of the Entrant, the prize will be awarded to the authorized account holder of the email address associated with the winning entry. The "Authorized Account Holder" is defined as the natural person to whom the email address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, et al.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If a dispute cannot be resolved to Sponsor's satisfaction, an alternative winner will be selected for the prize affected.

- **5. Agreement to Official Rules.** By submitting a video and tagging @Cratejoy, Entrant agrees to be bound by these Official Rules and the decisions of the Sponsor on all matters relating to the Contest, which are final and binding. By participating, Entrant agrees to, releases and holds any Contest Entities and their respective divisions, affiliates, subsidiaries, officers, directors, employees, agents and representatives (collectively "Releasees") harmless from any injury, loss or damage to person, including death, personal injury or loss or damage to property due in whole or in part, directly or indirectly to the acceptance or use/misuse of a prize, participation in any promotion-related activity or participation in the Contest.
- **6. Prizes.** A total of three (3) prizes will be awarded to Contest participants. Each prize will be awarded to the maternal figure of one (1) selected winner, for a total of three (3) prizewinners overall. Prizes are as follows: one prepaid subscription, no fewer than three (3) months in length and not to exceed twelve (12) months in length, to the subscription box of the recipient's choice. Eligible subscription box prizes must be available for sale on the Cratejoy Marketplace and not exceed \$50.00/month in price, not including shipping. Limited to one (1) prize per household. Any applicable taxes and all other costs/expenses not specifically identified in these Official Rules are the sole responsibility of each winner. Prizes are non-transferable, 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.
- 7. Winner Selection and Notification. Three (3) potential winners will be selected by a committee of Cratejoy judges, whose decisions are final and binding. Selection will be made on or around 05/15/2020 and potential winners will be contacted by Facebook Messenger on or about two (2) business days after selection, using the contact information given at the time of entry. Sponsor is not responsible for any change of contact information of Entrant. Potential winners will be required to sign an affidavit of eligibility and a liability and publicity release ("Affidavit") within seven (7) days from the date of notification or his/her prize will be forfeited. Prize forfeiture may result from any of the following: i) an Affidavit or a prize notification is returned as undeliverable; ii) the Affidavit is not returned within the date specified on notification; iii) winner is otherwise found to be ineligible; iv) winner cannot accept or receive the prize for any reason; and v) any other non-compliance with these Official Rules. In the

event of any prize forfeiture, the Sponsor or Administrator may, in its sole discretion, award the forfeited prize to an alternate winner. Attempts may be made to notify up to three (3) alternate winners for the unfulfilled prize; after which the unfulfilled prize will not be awarded. Once each potential winner's eligibility is verified, he/she will be confirmed as a winner. Sponsor will contact confirmed winners to move forward with prize distribution within approximately seven (7) days of winner's confirmation. Prizes will be sent to the winners approximately thirty (30) days from the date the winners are confirmed. The Sponsor is not responsible for any returned undeliverable prize and such prize will be forfeited.

- **8. Privacy Policy and Data Collection.** Entrants' information collected in connection with this Contest may be shared with Sponsor to execute the Contest, and such information will be used in accordance with Sponsor's privacy practices. Except as otherwise contemplated in these Official Rules, information provided by you for this Contest is subject to Sponsor's privacy policy, located at https://www.cratejoy.com/sell/terms/. Contest is not affiliated with Facebook, Inc.
- **9. General.** Entrants must have a valid email address, and it is the entrant's responsibility to update Sponsor of any change in contact information. Winners and winner's maternal figures are solely responsible for all local, state and federal taxes on the prizes, including sales or use taxes. By accepting a prize, each winner agrees, where imposing such condition is legal, that Sponsor and their designees shall have the right, but not the obligation, to use of his/her name, user-generated content (whether written, photographic, or video), and/or likeness for advertising and publicity purposes in any and all media now or hereafter known throughout the world in perpetuity without further compensation, permission or notification and, upon request, will confirm consent to such use in writing. Sponsor is not responsible for any typographical or other error in the offer or administration of this Contest, or in the announcement of winners and prizes. In the event there is a discrepancy or inconsistency between statements contained in any materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. In the event Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest as planned is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order, or

regulation, or order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest and award each prize from among all eligible Entries received up to that date. All disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Contest, the meaning or interpretation of the rules or any prize awarded shall be resolved by applying the laws of the State of Texas, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state. All Claims shall be resolved individually, without resort to any form of class action, and all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will Entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives all rights to have damages multiplied or otherwise increased.