

**Arkadium's Q1 2024 Daily Reward Sweepstakes  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**Arkadium's Q1 2024 Daily Reward Sweepstakes (the "Promotion") begins at 12:00 AM Eastern Time (ET) on January 1, 2024, and ends at 11:59 PM ET on March 31, 2024 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes").** The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

1. **ELIGIBILITY:** The Promotion is open only to legal United States residents residing in the 50 United States and the District of Columbia, who are eighteen (18) years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor"), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
2. **HOW TO ENTER THE PROMOTION:** To enter the Promotion, you must have a profile with Arkadium. Profiles are free and are available at [Arkadium.com](https://www.arkadium.com/). During the Promotion Period, visit <https://www.arkadium.com/> (the "Website"), sign in to your Arkadium account, go to the promoted Daily Reward Sweepstakes Game and follow the instructions to start and complete the game. Completing the Game is defined as playing all rounds until the game end screen appears. After the Game is completed, follow the on-screen instructions to receive one (1) entry ("Entry") in the Promotion.

**Limit of one (1) Entry per account per day throughout the Promotion Period.** For purposes of these Official Rules, a 'day' is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 am ET and ending twenty-four (24) hours later at 11:59:59 pm ET.

Games include:

- Mahjong Solitaire begins 12:00 AM ET on January 1, 2024 thru 11:59 PM ET on January 31, 2024
- Jewel Shuffle Cozy Nights begins 12:00 AM ET on February 1, 2024 thru 11:59 PM ET on February 29, 2024
- Mahjongg Candy begins 12:00 AM ET on March 1, 2024 thru 11:59 PM ET on March 31, 2024

3. WINNER SELECTION AND NOTIFICATION: At the end of the Promotion Period, the prize winners will be randomly selected from all eligible entries received throughout the Promotion Period. The potential prize winners will be notified by telephone and/or e-mail using contact information associated with their account. Potential winners will be sent an email where they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address, Phone Number, and Date of Birth. Potential winners will have five (5) business days to respond to the winning notification by completing the questions included in the email before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within five (5) business days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. The odds of winning depend on the number of eligible Entries received.

PRIZES/PRIZE RESTRICTIONS: Ninety-one (91) Prizes will be awarded during the Promotion consisting of:

Ninety-one (91) \$5.00 Gift Cards

Each prize will consist of one (1) \$5.00 digital gift card from one (1) or more of the following vendors: Applebee's, Marshalls, Lowe's, Amazon or Starbucks. These vendors are subject to change over the course of the promotion period

**Gift card is subject to separate terms and conditions imposed by issuer.  
The Approximate Retail Value ("ARV") of the Grand Prize is \$455.00**

4. PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person and per household. All prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been confirmed. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH

PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

5. GENERAL: Each winner hereby expressly grants to the Sponsor and its designees all rights to use and publish their name, likeness (photographic or simulated, including Arkadium Avatar), Arkadium screen name, voice, and state of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its designees and/or licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

6. CONDUCT: By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will attempt to award any prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

8. **RELEASES:** By participating in Arkadium's Q1 2024 Daily Reward ("Sweepstakes"), each entrant agrees to release, indemnify, and hold harmless Promotion Parties and any other individuals or entities associated with the Sweepstakes (collectively referred to as "Released Parties") from and against any and all claims, liabilities, damages, losses, demands, suits, and expenses (including reasonable attorney's fees) arising out of or in connection with the entrant's participation in the Sweepstakes, acceptance, use, or misuse of any prize, or any technical malfunctions or failures that may occur during the Sweepstakes, including but not limited to those arising from acts of God, natural disasters, terrorism, war, or any other event beyond the Released Parties' control, or any other action taken by an entrant in violation of these Official Rules.

The Released Parties are not responsible for any incorrect or inaccurate information, technical errors, human errors, unauthorized access to or theft of entries, or any other factors that may compromise the integrity or fairness of the Sweepstakes. The Released Parties are also not responsible for any lost, late, incomplete, or misdirected entries, or any failure of the website, application, or other platforms used to administer the Sweepstakes.

In the event that a dispute arises regarding the Sweepstakes or the interpretation of these Official Rules, entrants agree to resolve the dispute by binding arbitration in accordance with the rules of the American Arbitration Association. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by the entrant and shall not include any consequential, incidental, or punitive damages.

9. **CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and Administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

10. **PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.arkadium.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

11. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. Any Winner of a prize valued at \$600 or more will receive an IRS Form 1099 reflecting the final actual value of such prize and must submit a validly executed IRS Form W-9 to claim such prize.

12. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by April 15, 2024 to: Arkadium's Q1 2024 Daily Reward Winners List Request, c/o Arkadium, 30 W 21st St. 7th Floor New York, NY 10010

**SPONSOR:** Arkadium 30 W 21st St. 7th Floor New York, NY 10010

## Arkadium's Sweet Holiday Streak Sweepstakes

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**Arkadium's Sweet Holiday Streak Sweepstakes (the "Promotion") begins at 9:00 AM Eastern Time (ET) December 2, 2023 and ends at 12:00 PM ET on December 26, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes").** The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

1. **ELIGIBILITY:** The Promotion is open only to legal United States residents residing in the 50 United States and the District of Columbia, who are eighteen (18) years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor"), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
2. **HOW TO ENTER THE PROMOTION:** To enter the Promotion, you must have a profile with Arkadium. Profiles are free and are available at [Arkadium.com](https://www.arkadium.com/). During the Promotion Period, visit <https://www.arkadium.com/> (the "Website"), sign in to your Arkadium account, go to Mahjongg Candy Cane ("Game") and follow the instructions to start and complete the game. Completing the Game is defined as playing all rounds until the game end screen appears. After the Game is completed, follow the on-screen instructions to receive one (1) entry ("Entry") in the Promotion.

**Except for Bonus Entries, as described below, limit of one (1) Entry per account per day throughout the Promotion Period.** For purposes of these Official Rules, a 'day' is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 am ET and ending twenty-four (24) hours later at 11:59:59 pm ET.

Any player who completes a game of Mahjongg Candy Cane one through seven days of the promotion period is eligible to receive **one (1) Sweepstakes Entry per person, per email address, per day throughout the promotion period.** Any player who completes a game of Mahjongg Candy Cane eight through fourteen days of the promotion period is eligible to receive **five (5) Sweepstakes Entries per person, per email address, per day throughout the**

**promotion period.** Any player who completes a game of Mahjong Candy Cane fifteen through twenty-one days of the promotion period is eligible to receive **ten (10) Sweepstakes Entries per person, per email address, per day throughout the promotion period.** Any player who completes a game of Mahjong Candy Cane twenty-two through twenty-five days of the promotion period is eligible to receive **twenty-five (25) Sweepstakes Entries per person, per email address, per day throughout the promotion period.**

3. **WINNER SELECTION AND NOTIFICATION:** At the end of the Promotion Period, the prize winners will be randomly selected from all eligible entries received throughout the Promotion Period. The potential prize winners will be notified by telephone and/or e-mail, using contact information associated with their account. Potential winners will be sent an email where they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address, Phone Number, and Date of Birth. Potential winners will have three (3) business days to respond to the winning notification by completing the questions included in the email before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. The odds of winning depend on the number of eligible Entries received.

4. **PRIZES/PRIZE RESTRICTIONS:** One (1) Grand Prize will be awarded during the Promotion consisting of:

One (1) \$50.00 Digital Visa Gift Card

**Gift card is subject to separate terms and conditions imposed by issuer.**

**PRIZE RESTRICTIONS:** Limit of one (1) Promotion Prize per person and per household. All prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been confirmed. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

5. GENERAL: Each winner hereby expressly grants to the Sponsor and its designees all rights to use and publish their name, likeness (photographic or simulated, including Arkadium Avatar), Arkadium screen name, voice, and state of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its designees and/or licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

6. CONDUCT: By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION



IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will attempt to award any prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

8. **RELEASES:** By participating in Arkadium's Sweet Holiday Streak ("Sweepstakes"), each entrant agrees to release, indemnify, and hold harmless Promotion Parties and any other individuals or entities associated with the Sweepstakes (collectively referred to as "Released Parties") from and against any and all claims, liabilities, damages, losses, demands, suits, and expenses (including reasonable attorney's fees) arising out of or in connection with the entrant's participation in the Sweepstakes, acceptance, use, or misuse of any prize, or any technical malfunctions or failures that may occur during the Sweepstakes, including but not limited to those arising from acts of God, natural disasters, terrorism, war, or any other event beyond the Released Parties' control, or any other action taken by an entrant in violation of these Official Rules.

The Released Parties are not responsible for any incorrect or inaccurate information, technical errors, human errors, unauthorized access to or theft of entries, or any other factors that may

compromise the integrity or fairness of the Sweepstakes. The Released Parties are also not responsible for any lost, late, incomplete, or misdirected entries, or any failure of the website, application, or other platforms used to administer the Sweepstakes.

In the event that a dispute arises regarding the Sweepstakes or the interpretation of these Official Rules, entrants agree to resolve the dispute by binding arbitration in accordance with the rules of the American Arbitration Association. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by the entrant and shall not include any consequential, incidental, or punitive damages.

9. CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and Administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

10. PRIVACY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.arkadium.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

11. TAX INFORMATION: All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. Any Winner of a prize valued at \$600 or more will receive an IRS Form 1099 reflecting the final actual value of such prize and must submit a validly executed IRS Form W-9 to claim such prize.

**12. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by December 30, 2023 to: Arkadium's Sweet Holiday Streak Winners List Request, c/o Arkadium, 30 W 21st St. 7th Floor New York, NY 10010

**SPONSOR:** Arkadium 30 W 21st St. 7th Floor New York, NY 10010

## **Holiday Shopping Spree 2023 Sweepstakes**

### **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**Holiday Shopping Spree (the "Promotion") begins at 12:00 PM Eastern Time (ET) on Wednesday, November 22, 2023 and ends at 12:01 AM ET on Thursday, January 18, 2024 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes").** The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

- 1. ELIGIBILITY:** The Promotion is open only to legal United States residents residing in the 50 United States and the District of Columbia, who are eighteen (18) years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. HOW TO ENTER THE PROMOTION:** To enter the Promotion, you must have a profile with Arkadium. Profiles are free and are available at Arkadium.com. During the Promotion Period, visit <https://www.arkadium.com/> (the "Website"), and sign in to your Arkadium account. Visit the Holiday Favorites category (<https://www.arkadium.com/free-online-games/holiday-favorites/>) on the Website and click the "Collect My Daily Entry" button to receive an entry to the Sweepstakes.

**Except for Bonus Entries, as described below, limit of one (1) Entry per account per day throughout the Promotion Period.** For purposes of these Official Rules, a 'day' is defined as

any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 am ET and ending twenty-four (24) hours later at 11:59:59 pm ET.

Bonus Entries will be available during the sweepstakes as follows:

On weekends, players receive two (2) entries. For the purposes of this Promotion, the weekend is considered to start Friday at 12:00:00 PM ET and end Sunday 11:59:59 PM ET.

During the weekend of December 8, 2023, players receive three (3) entries (this weekend is considered to start Friday, December 8, 2023, at 12:00:00 PM ET and ends Monday, December 11, 2023, at 11:59:59 PM ET).

During the weekend of December 22, 2023, players receive five (5) entries (this weekend is considered to start Friday, December 22, 2023, at 12:00:00 PM ET and ends Tuesday, December 26, 2023, at 11:59:59 PM ET).

During the weekend of December 29, 2023, players receive three (3) entries (this weekend is considered to start Friday, December 29, 2023, at 12:00:00 PM ET and ends Tuesday, January 2, 2024, at 11:59:59 PM ET).

From time-to-time during the Promotion Period, Sponsor may offer ways to earn Bonus Entries into the Promotion. Such opportunities will be announced on the Website along with complete instructions for obtaining the Bonus Entries and any restrictions related to the Bonus Entries.

**3. WINNER SELECTION AND NOTIFICATION:** At the end of the Promotion Period, the prize winners will be randomly selected from all eligible entries received throughout the Promotion Period. The potential prize winners will be notified by telephone and/or e-mail, using contact information associated with their account. Potential winners will be sent an email where they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address, Phone Number, and Date of Birth. Potential winners will have three (3) business days to respond to the winning notification by completing the questions included in the email before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. The odds of winning depend on the number of eligible Entries received.

4.PRIZES/PRIZE RESTRICTIONS: One (1) Grand Prize will be awarded during the Promotion consisting of:

One (1) \$1,000.00 Digital Visa Gift Card

**Gift card is subject to separate terms and conditions imposed by issuer.**

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person and per household. All prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been confirmed. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

5.GENERAL: Each winner hereby expressly grants to the Sponsor and its designees all rights to use and publish their name, likeness (photographic or simulated, including Arkadium Avatar), Arkadium screen name, voice, and state of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its designees and/or licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's

sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

6.CONDUCT: By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. LIMITATIONS OF LIABILITY: The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will attempt to award any prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

8.RELEASES: By participating in Holiday Shopping Spree ("Sweepstakes"), each entrant agrees to release, indemnify, and hold harmless Promotion Parties and any other individuals or entities associated with the Sweepstakes (collectively referred to as "Released Parties") from and against any and all claims, liabilities, damages, losses, demands, suits, and expenses (including reasonable attorney's fees) arising out of or in connection with the entrant's participation in the Sweepstakes, acceptance, use, or misuse of any prize, or any technical malfunctions or failures that may occur during the Sweepstakes, including but not limited to those arising from acts of God, natural disasters, terrorism, war, or any other event beyond the Released Parties' control, or any other action taken by an entrant in violation of these Official Rules.

The Released Parties are not responsible for any incorrect or inaccurate information, technical errors, human errors, unauthorized access to or theft of entries, or any other factors that may compromise the integrity or fairness of the Sweepstakes. The Released Parties are also not responsible for any lost, late, incomplete, or misdirected entries, or any failure of the website, application, or other platforms used to administer the Sweepstakes.

In the event that a dispute arises regarding the Sweepstakes or the interpretation of these Official Rules, entrants agree to resolve the dispute by binding arbitration in accordance with the rules of the American Arbitration Association. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by the entrant and shall not include any consequential, incidental, or punitive damages.

9.CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and Administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

10.PRIVACY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.arkadium.com/privacy-policy/>. In the event of any

discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

11. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. Any Winner of a prize valued at \$600 or more will receive an IRS Form 1099 reflecting the final actual value of such prize and must submit a validly executed IRS Form W-9 to claim such prize.

**12. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by **January 30, 2024** to: **Arkadium's Holiday Shopping Spree** Winners List Request, c/o Arkadium, 30 W 21st St. 7th Floor New York, NY 10010

**SPONSOR:** Arkadium 30 W 21st St. 7th Floor New York, NY 10010

### **Arkadium's December Daily Reward Sweepstakes Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**Arkadium's December Daily Reward Sweepstakes (the "Promotion") begins at 12:01 AM Eastern Time (ET) on December 1, 2023, and ends at 11:59 PM ET on December 31, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes").** The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

1. **ELIGIBILITY:** The Promotion is open only to legal United States residents residing in the 50 United States and the District of Columbia, who are eighteen (18) years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor"), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
2. **HOW TO ENTER THE PROMOTION:** To enter the Promotion, you must have a profile with Arkadium. Profiles are free and are available at Arkadium.com. During the Promotion Period, visit <https://www.arkadium.com/> (the "Website"), sign in to your Arkadium account, go to



Holiday Mahjong Dimensions (“Game”) and follow the instructions to start and complete the game. Completing the Game is defined as playing all rounds until the game end screen appears. After the Game is completed, follow the on-screen instructions to receive one (1) entry (“Entry”) in the Promotion.

**Limit of one (1) Entry per account per day throughout the Promotion Period.** For purposes of these Official Rules, a ‘day’ is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 am ET and ending twenty-four (24) hours later at 11:59:59 pm ET.

3. **WINNER SELECTION AND NOTIFICATION:** At the end of the Promotion Period, the prize winners will be randomly selected from all eligible entries received throughout the Promotion Period. The potential prize winners will be notified by telephone and/or e-mail using contact information associated with their account. Potential winners will be sent an email where they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address, Phone Number, and Date of Birth. Potential winners will have five (5) business days to respond to the winning notification by completing the questions included in the email before forfeiting their prize. Potential winner becomes the “Winner” only after verification of eligibility by Sponsor. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. The odds of winning depend on the number of eligible Entries received.

**PRIZES/PRIZE RESTRICTIONS:** Thirty-one (31) Prizes will be awarded during the Promotion consisting of:

Thirty-one (31) \$5.00 Gift Cards

Each prize will consist of one (1) \$5.00 digital gift card from one (1) or more of the following vendors: Applebee’s, Marshalls, Lowe’s, Amazon or Starbucks. These vendors are subject to change over the course of the promotion period

**Gift card is subject to separate terms and conditions imposed by issuer.**

**The Approximate Retail Value (“ARV”) of the Grand Prize is \$155.00**

4. **PRIZE RESTRICTIONS:** Limit of one (1) Promotion Prize per person and per household. All prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been confirmed. Prizes will be awarded only upon winner redemption, confirmation, verification

and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

5. GENERAL: Each winner hereby expressly grants to the Sponsor and its designees all rights to use and publish their name, likeness (photographic or simulated, including Arkadium Avatar), Arkadium screen name, voice, and state of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its designees and/or licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
6. CONDUCT: By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable

in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will attempt to award any prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.
8. **RELEASES:** By participating in Arkadium's December Daily Reward ("Sweepstakes"), each entrant agrees to release, indemnify, and hold harmless Promotion Parties and any other individuals or entities associated with the Sweepstakes (collectively referred to as "Released Parties") from and against any and all claims, liabilities, damages, losses, demands, suits, and

expenses (including reasonable attorney's fees) arising out of or in connection with the entrant's participation in the Sweepstakes, acceptance, use, or misuse of any prize, or any technical malfunctions or failures that may occur during the Sweepstakes, including but not limited to those arising from acts of God, natural disasters, terrorism, war, or any other event beyond the Released Parties' control, or any other action taken by an entrant in violation of these Official Rules.

The Released Parties are not responsible for any incorrect or inaccurate information, technical errors, human errors, unauthorized access to or theft of entries, or any other factors that may compromise the integrity or fairness of the Sweepstakes. The Released Parties are also not responsible for any lost, late, incomplete, or misdirected entries, or any failure of the website, application, or other platforms used to administer the Sweepstakes.

In the event that a dispute arises regarding the Sweepstakes or the interpretation of these Official Rules, entrants agree to resolve the dispute by binding arbitration in accordance with the rules of the American Arbitration Association. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by the entrant and shall not include any consequential, incidental, or punitive damages.

9. CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and Administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

10. PRIVACY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at

<https://www.arkadium.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

11. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. Any Winner of a prize valued at \$600 or more will receive an IRS Form 1099 reflecting the final actual value of such prize and must submit a validly executed IRS Form W-9 to claim such prize.

12. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by January 15, 2023 to: Arkadium's December Daily Reward Winners List Request, c/o Arkadium, 30 W 21st St. 7th Floor New York, NY 10010

**SPONSOR:** Arkadium 30 W 21st St. 7th Floor New York, NY 10010

## **Arkadium's Game Day Streak Sweepstakes**

### **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**Arkadium's Game Day Streak Sweepstakes (the "Promotion") begins at 12:01 AM Eastern Time (ET) November 1, 2023 and ends at 11:59 PM ET on December 5, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes").** The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

1. **ELIGIBILITY:** The Promotion is open only to legal United States residents residing in the 50 United States and the District of Columbia, who are eighteen (18) years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor"), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

2. **HOW TO ENTER THE PROMOTION:** To enter the Promotion, you must have a profile with Arkadium. Profiles are free and are available at Arkadium.com. During the Promotion Period, visit <https://www.arkadium.com/> (the "Website"), sign in to your Arkadium account, go to GAME DAY BLOCK CHAMP ("Game") and follow the instructions to start and complete the game. Completing the Game is defined as playing all rounds until the game end screen appears. After the Game is completed, follow the on-screen instructions to receive one (1) entry ("Entry") in the Promotion.

**Except for Bonus Entries, as described below, limit of one (1) Entry per account per day throughout the Promotion Period.** For purposes of these Official Rules, a 'day' is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 am ET and ending twenty-four (24) hours later at 11:59:59 pm ET.

Any player who completes a game of GAME DAY BLOCK CHAMP one through ten days of the promotion period is eligible to receive **one (1) Sweepstakes Entry per person, per email address, per day throughout the promotion period.** Any player who completes a game of GAME DAY BLOCK CHAMP eleven through twenty days of the promotion period is eligible to receive **five (5) Sweepstakes Entries per person, per email address, per day throughout the promotion period.** Any player who completes a game of GAME DAY BLOCK CHAMP twenty-one through thirty days of the promotion period is eligible to receive **ten (10) Sweepstakes Entries per person, per email address, per day throughout the promotion period.** Any player who completes a game of GAME DAY BLOCK CHAMP thirty-one through thirty-five days of the promotion period is eligible to receive **twenty (20) Sweepstakes Entries per person, per email address, per day throughout the promotion period.**

3. **WINNER SELECTION AND NOTIFICATION:** At the end of the Promotion Period, the prize winners will be randomly selected from all eligible entries received throughout the Promotion Period. The potential prize winners will be notified by telephone and/or e-mail, using contact information associated with their account. Potential winners will be sent an email where they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address, Phone Number, and Date of Birth. Potential winners will have three (3) business days to respond to the winning notification by completing the questions included in the email before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. **The odds of winning depend on the number of eligible Entries received.**

**PRIZES/PRIZE RESTRICTIONS:** One (1) Grand Prize will be awarded during the Promotion consisting of:

One (1) \$100.00 Digital Visa Gift Card

**Gift card is subject to separate terms and conditions imposed by issuer.**

**4. PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person and per household.**

All prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been confirmed. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

**5. GENERAL:** Each winner hereby expressly grants to the Sponsor and its designees all rights to use and publish their name, likeness (photographic or simulated, including Arkadium Avatar), Arkadium screen name, voice, and state of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its designees and/or licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All

decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

6. **CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration,



security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will attempt to award any prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

**8. RELEASES:** By participating in Arkadium's Game Day Streak ("Sweepstakes"), each entrant agrees to release, indemnify, and hold harmless Promotion Parties and any other individuals or entities associated with the Sweepstakes (collectively referred to as "Released Parties") from and against any and all claims, liabilities, damages, losses, demands, suits, and expenses (including reasonable attorney's fees) arising out of or in connection with the entrant's participation in the Sweepstakes, acceptance, use, or misuse of any prize, or any technical malfunctions or failures that may occur during the Sweepstakes, including but not limited to those arising from acts of God, natural disasters, terrorism, war, or any other event beyond the Released Parties' control, or any other action taken by an entrant in violation of these Official Rules.

The Released Parties are not responsible for any incorrect or inaccurate information, technical errors, human errors, unauthorized access to or theft of entries, or any other factors that may compromise the integrity or fairness of the Sweepstakes. The Released Parties are also not responsible for any lost, late, incomplete, or misdirected entries, or any failure of the website, application, or other platforms used to administer the Sweepstakes.

In the event that a dispute arises regarding the Sweepstakes or the interpretation of these Official Rules, entrants agree to resolve the dispute by binding arbitration in accordance with the rules of the American Arbitration Association. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by the entrant and shall not include any consequential, incidental, or punitive damages.

**9. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and Administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**10. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.arkadium.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

**11. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. Any Winner of a prize valued at \$600 or more will receive an IRS Form 1099 reflecting the final actual value of such prize and must submit a validly executed IRS Form W-9 to claim such prize.

**12. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by December 15, 2023 to: Arkadium's Game Day Streak Winners List Request, c/o Arkadium, 30 W 21st St. 7th Floor New York, NY 10010

**SPONSOR:** Arkadium 30 W 21st St. 7th Floor New York, NY 10010

## **Arkadium's Fall Into Fun 2023 Sweepstakes**

### **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** Arkadium's Fall Into Fun 2023 Sweepstakes (the "Promotion") begins at 12:00 PM Eastern Time (ET) on Wednesday, September 06, 2023 and ends at 12:01 AM ET on Wednesday, November 22, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States (and the District of Columbia), who are 18 years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor"), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals

(whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

2. **HOW TO ENTER THE PROMOTION:** To enter, visit <https://www.arkadium.com/> (the "Website") during the Promotion Period. To create a profile, click the "Sign In" button in the navigation on any page on the website and enter your true and correct information on the registration form in the required fields (required fields include: Email Address). Once registered or signed into your Arkadium profile, players can click on the "Collect My Daily Entry" button on any category page on the Website to receive an entry into the Sweepstakes. The ability to collect a daily Sweepstakes entry resets every day at 12:00 AM Eastern Time (ET).

**Limit of one (1) Sweepstakes Entry per person, per weekday, per email address, throughout the promotion period.** For the purposes of this Promotion, a weekday is considered to start Mondays at 12:01:00 AM ET and end Fridays 11:59:59 AM ET.

Bonus Entries will be available during the sweepstakes as follows:

On weekends, players receive two (2) entries. For the purposes of this Promotion, the weekend is considered to start Friday at 12:00:00 PM ET and end Sunday 11:59:59 PM ET.

During the weekend of September 22, 2023, players receive three (3) entries (this weekend is considered to start Friday, September 22, 2023, at 12:00:00 PM ET and ends Monday, September 25, 2023, at 11:59:59 PM ET).

During the weekend of October 27, 2023, players receive five (5) entries (this weekend is considered to start Friday, October 27, 2023 at 12:00:00 PM ET and ends Tuesday, October 31, 2023 at 11:59:59 PM ET).

During the weekend of November 17, 2023, players receive three (3) entries (this weekend is considered to start Friday, November 17, 2023 at 12:00:00 PM ET and ends Monday, November 20, 2023 at 11:59:59 PM ET).

Throughout the Promotion Period, the Sponsor may announce Bonus Entries on <https://www.arkadium.com/> (the "Website"), including but not limited to email and, social media providing opportunities to earn additional entries ("Bonus Entry Periods"). As such, Entrants will receive multiple entries as designated by the Sponsor's Multiplier from time to time. Example: Earn five (3) entries (Multiplier) for every specified action completed

3. **WINNER NOTIFICATION:** The potential prize winners will be notified by email on or before Thursday, December 7, 2023 and or as soon as reasonably practiceable. Winners will be sent a link to a prize claim form where they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address, Phone Number, and Birth Date. Potential winners will have three (3) business days to respond to winning notification by completing the prize claim form before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a

reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.

**4. PRIZES/PRIZE RESTRICTIONS:** Two (2) Promotion Prizes will be awarded during the Promotion consisting of:

One (1) \$500.00 Digital Visa Gift Card

One (1) \$500.00 Digital Visa Gift Card

**The Approximate Retail Value ("ARV") of the Grand Prize is \$1,000.00**

**PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person, per household.** All Promotion prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been drawn **and all paperwork received**. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

**5. GENERAL:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated, including Arkadium Avatar), Arkadium screen name, voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or

interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

6. **CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related

materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

**8. RELEASES:** By participating in Arkadium's Fall Into Fun Sweepstakes ("Sweepstakes"), each entrant agrees to release, indemnify, and hold harmless Arkadium, Inc ("Sponsor"), its affiliates, subsidiaries, directors, officers, employees, agents, and any other individuals or entities associated with the Sweepstakes (collectively referred to as "Released Parties") from and against any and all claims, liabilities, damages, losses, demands, suits, and expenses (including reasonable attorney's fees) arising out of or in connection with the entrant's participation in the Sweepstakes, acceptance, use, or misuse of any prize, or any other action taken by the entrant in violation of these Official Rules.

The Released Parties are not responsible for any incorrect or inaccurate information, technical errors, human errors, unauthorized access to or theft of entries, or any other factors that may compromise the integrity or fairness of the Sweepstakes. The Released Parties are also not responsible for any lost, late, incomplete, or misdirected entries, or any failure of the website, application, or other platforms used to administer the Sweepstakes.

By entering the Sweepstakes, each entrant acknowledges and agrees that the Released Parties shall not be liable for any injuries, damages, losses, or claims of any kind resulting from participation in the Sweepstakes, the awarding, acceptance, use, or misuse of any prize, or any technical malfunctions or failures that may occur during the Sweepstakes, including but not limited to those arising from acts of God, natural disasters, terrorism, war, or any other event beyond the Released Parties' control.

In the event that a dispute arises regarding the Sweepstakes or the interpretation of these Official Rules, entrants agree to resolve the dispute by binding arbitration in accordance with the rules of the American Arbitration Association. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by the entrant and shall not include any consequential, incidental, or punitive damages.

**9. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be

brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**10. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.arkadium.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

**11. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.

**12. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by November 30, 2023, to: Arkadium's Fall Into Fun Winners List Request, c/o Arkadium, 30 W 21st St. 7th Floor New York, NY 10010

**SPONSOR:** Arkadium 30 W 21st St. 7th Floor New York, NY 10010