

Date: August 14, 2024
Client: Evaton Inc.
Sweepstakes: Unleash Your Inner Explorer Sweepstakes Fall 2024
Subject: Official Rules – Draft 1

Full Legal Disclosures:

NO PURCHASE NECESSARY. Open to legal residents of the 50 U.S. & D.C. (excluding MS, ND, OK, UT, VT, WV & WY) who are 21 years of age or older as of date of entry. Void in MS, ND, OK, UT, VT, WV, WY and where prohibited. The Unleash Your Inner Explorer Sweepstakes begins at 12:00 AM ET on September 22, 2024 & ends at 11:59 PM ET on November 3, 2024. **Alcohol is not included with the prize.** Sponsored by Evaton Inc. For Official Rules, <https://silkbandspace.com/unleashyourinnerexplorer>.

Abbreviated Disclosures for Social:

No Pur Nec 50 US/DC (excl MS, ND, OK, UT, VT, WV & WY) 21+. Ends 11/3. Alcohol not included w/ prize. Rules link in bio.

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

1. **SWEEPSTAKES PERIOD:** The Unleash Your Inner Explorer Sweepstakes (the “**Sweepstakes**”) starts at 12:00 AM Eastern Time (“**ET**”) on September 22, 2024 and ends at 11:59 PM ET on November 3, 2024 (the “**Sweepstakes Period**”).
2. **ELIGIBILITY:** Sweepstakes is open to legal residents of the fifty (50) United States & the District of Columbia (excluding Mississippi, North Dakota, Oklahoma, Utah, Vermont, West Virginia & Wyoming) who are twenty-one (21) years of age or older as of date of entry. Employees of Evaton Inc. (the “**Sponsor**”), and its subsidiaries, affiliates, employees, directors, and advertising, promotional and judging agencies, including Don Jagoda Associates, Inc. (“**Administrator**”) (collectively with Sponsor and Administrator “**Indemnitees**”), all retailers of any alcohol-beverage products and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not) are not eligible to participate or win. Void in MS, ND, OK, UT, VT, WV, WY and where prohibited by law. All federal, state and local laws and regulations apply.
3. **HOW TO ENTER:** During the Sweepstakes Period, you can visit <https://silkbandspace.com/unleashyourinnerexplorer> and complete the on-screen registration form to earn one (1) entry into the Sweepstakes. All entries must be submitted by 11:59 PM ET on November 3, 2024 to be eligible. Limit one (1) entry per person/day during the Sweepstakes Period. Any attempt by any entrant to enter by using multiple/different email addresses, mailing addresses, identities, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Use of any automated or computer system to participate online is prohibited and will result in disqualification. Normal Internet/phone access and data/usage charges imposed by your online/phone service may apply.
4. **RANDOM DRAWING:** Two (2) Grand Prize winners will be selected in a random drawing on or about November 4, 2024, from among all eligible entries received during the Sweepstakes Period by

Administrator whose decisions are final on all matters relating to the Sweepstakes. Odds of winning are dependent upon the total number of eligible entries received during the Sweepstakes Period.

5. **WINNER NOTIFICATION:** The potential Grand Prize winners will be required to sign and return, via email, a Declaration and Liability/Publicity Release Form, where legal ("**Declaration**"). If potential winner fails to return the completed Declaration within three (3) days, entrant shall be deemed to be ineligible, the prize will be forfeited and an alternate potential winner will be selected. Return of any prize notification as undeliverable or if a winner is ineligible, may result in disqualification and alternate selection.
6. **PRIZE: TWO (2) GRAND PRIZES:** An 8-day/7-night trip to Portugal and for winner and one (1) guest. Trip includes round-trip economy class air transportation from major airport nearest winner's home, hotel accommodations (based on double occupancy), a Sponsor specified \$200 gift card to be used for ground transportation and Sponsor specified tours and/or experiences. Also included in the Grand Prize is a check for \$500 for spending money for the winner only. The total ARV of each Grand Prize is \$8,650. Trips must be taken within one (1) year of date of award. Certain restrictions and blackout dates apply. Actual retail value of each Grand Prize may vary depending on winner's city of departure and any difference in value will not be awarded. Airline carrier's regulations and conditions apply. Trips may not be combined with any other offer and travel may not qualify for frequent flyer miles. Grand Prize winners and respective guests must travel together on the same itinerary. Grand Prize winners and guests are responsible for obtaining all necessary travel documents including but not limited to, a valid passport with at least 6 months of validity remaining on the date of departure. Guests must be 21 years of age or older and they must execute a release of liability prior to travel. The prize consists only of the items and services expressly identified in these Official Rules as being part of the prize. All expenses and costs associated with acceptance or use of the prize (including, but not limited to, taxes, insurance, telephone charges, room service and laundry services, personal expenses, gratuities, entertainment, activities outside of the Sponsor specified itinerary, incidental charges, or any other items not specifically described in these Official Rules, any transportation not mentioned within such prize description and all expenses for any of the foregoing) are the responsibility solely of the Grand Prize winners. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of Sponsor. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Lost, stolen or damaged airline tickets will not be replaced or exchanged. Sponsor will not be responsible for any cancellation, delay, diversion or substitution or any other act or omission whatsoever by any air carrier(s) or other transportation company or provider or any other person or entity providing any services to passengers in connection with any Grand Prize trip, or any results thereof such as changes in services or accommodations necessitated by same. All aspects and components of the Grand Prizes not expressly specified in these Official Rules will be determined by Sponsor in Sponsor's sole discretion. In the event s Grand Prize winner or guest engage in behavior that (as determined by Sponsor in Sponsor's sole discretion) is inappropriate or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Grand Prize winner and guest home with no further compensation to that Grand Prize winner or guest. Sponsor is not responsible for damages, losses, illnesses or injury resulting from acceptance or use of any prize. The prizes and each component thereof are awarded "as is" without any warranty of any kind except as required by law. All federal, state, and local taxes are solely the responsibility of the winners. No transfer, assignment, substitution or cash equivalent for any prize will be permitted, except at the sole discretion of the Sponsor. In Sponsor's sole discretion, due to prize unavailability or for any other reason, Sponsor may award an alternate prize of equal value and the Sponsor's obligation to the winner will be fulfilled, and no other additional compensation will be provided. Winners and guests must follow any applicable COVID protocols in place at time of travel. **Alcohol is not included with any prize.**

- 7. LIMITATIONS OF LIABILITY; RELEASE:** Indemnitees are not responsible for late, incomplete, misdirected, inaccessible entries, Internet connections or email; or for any computer, telephone, wireless, satellite, cable, network, electronic, Internet or phone hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net/accessibility, availability, or traffic congestion, Internet contact, or any technical error, or program errors or malfunctions or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture, or loss of, any such information, or for any human error, technical error or other error of any kind in connection with the offering or operation of the Sweepstakes. The Indemnitees are not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the website (or any other website). If for any reason the Sweepstakes is not capable of running as planned (in whole or in part), as solely determined by Sponsor, including but not limited to by infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures that can corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel the Sweepstakes and select the winners from among all eligible entries received prior to cancellation. Notice of cancellation/termination/modification/suspension of the Sweepstakes will be posted on <https://silkbandspace.com/unleashyourinnerexplorer>. The right is reserved by Sponsor to disqualify any individual found, at its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or website, to be acting in violation of the Official Rules, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Indemnitees are not responsible for any injury or damage to entrant's or any other person's computer/mobile phone or device related to or resulting from participation in or downloading (or uploading) any materials from this Sweepstakes. Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW. By submitting an entry (and/or winning a prize), to the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Indemnitees and all other companies involved in the development, operation or marketing of the Sweepstakes or the provision of any prize or any component of any prize, and the successors and assigns of each of the foregoing, and the directors, officers, employees and agents of each of the foregoing (the "**Released Parties**") from and against any and all claims, causes of action and liabilities of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the acceptance, receipt or use of any prize or any component thereof and/or any use of the entrant's name, likeness, voice and/or biographical information, any statement attributed to the entrant and/or any entry or any component thereof, including without limitation any and all claims, causes of action and liabilities, including those (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, copyright infringement, misappropriation, defamation or violation of any other personal or proprietary right or (c) or based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties.
- 8. ADDITIONAL CONDITIONS:** By participating, entrants agree to be bound by and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. By participating in this Sweepstakes, entrant agrees to release and hold harmless Indemnitees from any and all actions, claims,

injury, loss or damage (whether due to negligence or otherwise) to person(s), including death, and property or breach or failure or any representation of warranty arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or from the acceptance, misuse or use of any prize.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 9. DISPUTES:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Connecticut. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut.
- 10. SPONSOR/ADMINISTRATOR:** The Sponsor of the Sweepstakes is Evaton Inc., 1010 Washington Blvd., Stamford, CT 06901. The Administrator of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, New York 11747.
- 11. WINNERS:** To receive a Winners List by email, send an email to: winners@dja.com with The Unleash Your Inner Explorer Sweepstakes (01-2789-05) as the subject line. Requests must be received by December 4, 2024. Winners List will be sent after all prizes have been awarded.