

## OFFICIAL CONTEST RULES

### Buffini & Company Official Contest Rules and Legal Disclaimer

#### Introduction

By entering into any Buffini & Company (“Buffini” or “Promoter”)-sponsored contest (each, a “**Contest**”), participant (“**Participant**”) agrees to abide by these Official Contest Rules and Legal Disclaimer, as well as any applicable Contest-Specific Rules, and the decisions of Buffini, such decisions which are final and binding in all respects.

**No purchase necessary to enter or win. Purchase of Buffini products or services does not enhance chances of winning.**

#### Eligibility

Contests are open solely to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older at the time of entry. Employees, officers, directors, or agents of Buffini (“**Promoter**”) or any of Promoter’s partners, related companies, agencies, or agents, as well as the immediate family (defined as spouse, parents, siblings, children, and grandparents) and same household members of any such employee, officer, director, or agent, are not eligible to participate. All applicable federal, state, and local laws and regulations apply. Void where prohibited or restricted by law.

#### How to Enter

**You may enter in any of the following ways:**

**Content-Specific Rules Instructions.** To enter a Contest, follow the instructions provided in the Contest-Specific Rules available by [buffiniandcompany.com/magicmoments](http://buffiniandcompany.com/magicmoments). Applicable deadlines are set forth therein. Promoter will not consider incorrect, fraudulent, incomplete, late, or otherwise non-conforming entries or entries that are intended to annoy, abuse, threaten, or harass any person or entity in any way. Limit of one (1) entry per person per Contest; multiple entries by any one individual are void. Entries generated by macro, script, or other automated means are void. Any entrant using fraudulent means to participate in a Contest will be disqualified and may be guilty of violating applicable criminal laws. All entries, once provided, are Promoter’s sole and exclusive property. Eligibility is at the exclusive discretion of Promoter, and Promoter shall be entitled to reject any entrant for any reason or no reason at all without having to provide an explanation. Promoter reserves the right, in its sole discretion, to cancel, suspend, or terminate a Contest for any reason and without prior notice to any Participant. In such instance, Promoter may, if and as appropriate, select a winner using reasonable means that are materially consistent with the Contest in question.

**Mail: NO PURCHASE NECESSARY.** To enter without making a purchase or taking other action specified in the Contest-Specific Rules, type a sheet of 8.5” x 11” paper with all Required Information (below) along with the statement: “I am at least 18 years old and a legal resident of the United States”, sign it and mail it, postage paid, to Buffini & Company, Attention: Randy Saban, Re: [Name of Contest Listed in Contest-Specific Rules], 6349 Palomar Oaks Court, Carlsbad, CA 92011 (postmarked during the applicable promotion period for receipt within two business days after such promotion period). Limit one (1) mail-in entry per outer mail envelope.

Required Information: full name, street address, email address, daytime phone number, age or date of birth

### **Provision of Materials and Information/Intellectual Property**

By entering into a Contest, Participant represents and warrants as follows: (1) that it fully owns or has properly licensed whatever materials or information it submits hereunder in connection with the Contest and can make such submissions without violating any: applicable law, agreement with any third-party, and/or third-party right of any kind (including without limitation any intellectual property, data protection, privacy, or publicity right); and (2) that any and all materials or information provided by it hereunder shall be true and correct in all respects. Furthermore, without limitation on anything set forth herein to the contrary, Promoter shall have the irrevocable, transferable, and fully sublicensable right and license (but not the obligation) to exploit any and all such materials or information in any manner it so elects to promote the Contest, its business, brand, products and/or services, throughout the world in perpetuity, and in any and all media, now or hereafter known.

### **Prizes; Selecting and Notifying Prize Winners**

The odds of winning a prize (each, a “Prize”), and the retail value of any such Prize, varies from Contest to Contest. This information is set forth in each Contest’s webpage, which can be found by clicking on the appropriate link at: [www.companyname.com/currentcontests](http://www.companyname.com/currentcontests). All Contest winners will be selected pursuant to the specific procedures set forth in the applicable Contest’s webpage. Promoter will contact all winners by email to confirm that they have won and are entitled to a Prize. Promoter is not responsible for digital communications that are undeliverable as a result of any filtering of any kind, insufficient space in a Participant’s account, or any other failure beyond its reasonable control. In the event of a dispute with respect to entries received from more than one user having the same e-mail address/account, the authorized subscriber of the account in question at the time of entry will be deemed the proper entrant. Additionally, all winners will be posted on Promoter’s website. Each winner must show picture identification to claim his or her Prize. Any potential winner will forfeit his or her Prize if he or she: (1) fails to respond in a timely fashion to any of Promoter’s requests for information or signatures with respect to the Contest or the Prize; (2) cannot be reached at the information provided by such individual; (3) rejects the Prize (or it is returned undeliverable through no fault of Promoter); or (4) is disqualified from the Contest for any reason. In the event of any forfeiture hereunder, an alternate winner will be selected. Prize winners are solely responsible for all applicable: (1) federal, state, and local taxes; and (2) out-of-pocket expenses, associated with Prize acceptance and use. Prizes will not be substituted by Promoter for cash or other merchandise pursuant to any Prize winner’s request. Promoter, however, reserves the right to substitute alternate Prizes of comparable or equal value in its sole discretion. Subject to applicable law, **Prizes are offered “as is” without any express or implied warranty of any kind or nature**, including without limitation, any warranty respecting condition, merchantability, quality, title, or fitness for a particular purpose. Promoter is not responsible for replacing any damaged Prizes unless such damage is caused by Promoter. Winners must look to the Prize’s manufacturer for potential guarantees or warranties of any kind.

### **Publicity**

Subject to applicable law, entrance in any Contest constitutes the Participant’s consent to Promoter and Promoter’s affiliates to use his or her name, voice, likeness, opinions, and biographical information for marketing, advertising, and publicity purposes in any media throughout the world at any time without the obligation to seek consent or to provide Participant

with any payment or other form of consideration. Participant agrees to execute any document reasonably required by Promoter to effectuate the terms hereof and failure to do so shall give rise to Promoter's right to execute any and all such documents as Participant's attorney-in-fact, which right shall be coupled with an interest and therefore, irrevocable.

### **Release**

Subject to applicable law, by entering into a Contest and potentially receiving a Prize, each Participant and winner agrees to release, discharge, and hold harmless Promoter, along with Promoter's employees, officers, directors, affiliates, partners, agents and assigns, from and against any claim, cause of action, demand, or proceeding (each, a "**Claim**"), and any resultant loss, injury (including death), cost, expense, fee, fine, penalty, or other loss or expense of any kind, including attorneys' fees (each, a "**Loss**"), relating to or arising directly or indirectly out of his or her participation in a Contest (or related activity such as a press release), and/or Promoter's right to exploit Participant's name and/or likeness or fully exploit any other right granted to it hereunder, and/or from Participant's receipt, use, or misuse of any Prize, no matter how such Claim or Loss arises (including without limitation, if arising out of any damage to a Participant's computer system from downloading or using material from Promoter's (or an affiliate of Promoter's) website).

### **Limitation of Liability**

IN NO EVENT WILL PROMOTER, AND/OR PROMOTER'S PARENT, SUBSIDIARY, LICENSEES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, ASSIGNS, AFFILIATES, OR RELATED COMPANIES (COLLECTIVELY WITH PROMOTER, THE "**PROMOTER PARTIES**"), BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF ANY PARTICIPANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY PROMOTER PARTY HAS BEEN ADVISED OF THE POSSIBLY OF SUCH DAMAGES. PROMOTER PARTIES' ENTIRE LIABILITY WITH RESPECT TO: ANY PARTICIPANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE SHALL BE LIMITED TO \$500. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS OF LIABILITY AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

### **Verification**

POTENTIAL CONTEST WINNER IS SUBJECT TO VERIFICATION BY PROMOTER WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. Each potential winner must continue to comply with all terms and conditions of these Contest Rules, and winning is contingent upon fulfilling all requirements. To claim a Prize, each chosen winner will be required, if determined necessary by Promoter in its sole discretion, to sign and return to Promoter an affidavit of eligibility and liability/publicity release (except where prohibited), complete an IRS Form W-9, and provide a copy of a valid government issued picture I.D. If a potential winner cannot be contacted, or fails to provide the required documentation described in this paragraph within the required time period, the potential winner forfeits the applicable Prize. In the event a chosen winner is disqualified for any reason, Sponsor

may award the applicable Prize to an alternate winner by random drawing or selecting the next potential winner (for skill contests, as set forth in the Contest-Specific Rules) from among all remaining eligible entries.

### **Terms Applicable to Travel and Events**

To the extent applicable, the potential winner (a) is responsible for obtaining all required travel-related documents, including without limitation, passports, identification needed for travel or as otherwise needed to use or exploit the Prize; (b) must comply with any rules, restrictions, including without limitation, any time or date limitations, blackouts, or reservation requirements, or other policies of the travel or experience providers; (c) must make themselves available for travel on the applicable dates specified for the Prize, and if they are unable to do so, shall notify Promoter as soon as reasonably possible to enable Promoter to select an alternative winner (time permitting); and (d) are responsible for all other costs not specifically stated as included in the Prize, including but not limited to those of taxes, meals, and tips. Promoter will determine itinerary and all travel arrangements, to the extent included in the Prize, including, without limitation, cruise line or airline, as applicable, in its sole discretion.

### **Use of Collected Materials and Information**

Promoter will be collecting, storing, and exploiting personal data about Participants to administer Contests and exercise its rights hereunder, including without limitation, those relating to marketing and publicity. By entering into any of Promoter's Contests, Participants agree to Promoter's collection and use of their personal information. Promoter will not disclose any Participant's personal information to any non-affiliated third party. For more information on Promoter's handling of personal information, see Promoter's Privacy Policy, a copy of which can be found at the following link: <https://www.buffiniandcompany.com/company/privacy-policy.aspx?v=1>.

### **Dispute Resolution**

The parties hereto acknowledge and agree as follows: (1) that all disputes, causes of action, and claims connected to or arising in any way hereunder between the parties shall be resolved solely on an individual basis (i.e., class actions suits are hereby waived by the parties), and exclusively by the state or federal courts situated nearest to Carlsbad, California; (2) that the laws of the state of California shall govern, without regard to its conflict of laws principles; and (3) that **the parties hereto waive any right to a trial by jury.**

### **PROMOTER:**

Buffini & Company, a California corporation