

## Molton Brown / Lotte New York Palace Sweepstakes

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

Sweepstakes may only be entered in or from the 50 United States and the District of Columbia and the United Kingdom and entries originating from any other jurisdiction are not eligible for entry. This sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the sweepstakes if you are not located within the 50 United States, the District of Columbia, or the United Kingdom.

- 1. Eligibility.** Participation open only to legal residents of the fifty United States or the District of Columbia and the United Kingdom, who are 18 or older as of date of entry. Void outside of the 50 United States/District of Columbia and United Kingdom, and where prohibited, taxed or restricted by law. Employees, officers and directors of Sponsors, Prize Donor, and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers, and directors are not eligible to enter. Sweepstakes may only be entered in or from the 50 United States/District of Columbia and United Kingdom, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.
- 2. Timing.** The Sweepstakes begins at 12:00 a.m. Eastern Time ("ET") on February 6, 2023 and ends at 11:59 PM ET on February 26, 2023 ("Sweepstakes Period"). Sponsors' computer is the official time-keeping device for the Sweepstakes.
- 3. How to Enter.** During the Sweepstakes Period, eligible entrants must enter as described below:  
**Online:** enter online at <https://www.moltonbrown.com/store/competition/lotte-new-york-palace-competition> or <https://www.moltonbrown.co.uk/store/competition/lotte-new-york-palace-competition> based on your country of residence;

You will automatically receive one (1) entry into the Sweepstakes drawing ("Entry").

Limit one (1) Entry in Sweepstakes per person, regardless of the method of entry. No automated entry devices and/or programs permitted. All entries become the sole exclusive property of the Sponsors and receipt of entries will not be acknowledged or returned. Delivery of prizes required a street address (no P.O. Boxes). Sponsors are not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, postage-due, technically corrupter or garbled entries or mail, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsors. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules, which will be final and binding in all matters relating to the Sweepstakes.

- 4. Random Drawing/Odds.** Administrator will select the potential Grand Prize winner from all eligible entries received during the Sweepstakes Period on or around **February 28, 2023**. The potential winner will be notified by email at the address provided on the in-store or on-line

entry form. Except where prohibited, the potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Sponsors, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsors will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

Odds of winning depend on the number of eligible entries received for the drawing. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsors, which will be final and binding in all matters relating to the Sweepstakes.

5. **Grand Prize:** One (1) Grand Prize will be awarded, which consists of (i) a cash allowance of USD \$2,300 / £1916 GBP to cover travel expenses and incidentals (paid by check); and (ii) one (1) four-night stay in a St. Patrick's Cathedral View guestroom at the Lotte New York Palace Hotel in New York City, New York for the Grand Prize winner and one (1) guest, double occupancy, including, USD \$200 hotel food & beverage credit to be used in The Gold Room, provided by Lotte New York Palace ("Prize Donor") (valued at USD \$2,700 / £2,249 GBP)("Hotel Prize"). Hotel stay good through March 31, 2024, excluding blackout dates (see below) and subject to availability at time of confirmation. ARV of Grand Prize is **USD \$5,000 / £4,165 GBP**. Prize values are based on conversion rates as of January 6, 2023, and may vary.

**The Grand Prize winner is responsible for booking all travel, including accommodations with hotel and transportation to/from Lotte New York Palace Hotel, located at 455 Madison Avenue, New York, NY 10022.** The Lotte New York Palace portion of the Prize ("Hotel Prize") consists of accommodations for the Winner and one (1) guest, traveling together on the same itinerary and in the same room. The Hotel Prize is provided subject to the applicable terms and conditions found at <https://www.lottenypalace.com/nyc-hotel>. Actual dates of the Hotel Prize are subject to availability and certain blackout periods including March 20-23, 2023; May 9-10, 2023; September 17-23, 2023; November 27-29, 2023; December 1-17 + December 31, 2023, March 18 -21, 2024. The Hotel Prize consists only of those items expressly specified in these Official Rules as being part of the Hotel Prize. All expenses and costs associated with the acceptance or use of the Hotel Prize that are not expressly specified in these Official Rules as being part of the Hotel Prize (including without limitation airfare, ground or other transportation to or from port of departure, ground transfers, hotel accommodations, travel insurance, laundry service, spa treatments, premium alcoholic beverages, local and long distance telephone calls, merchandise and souvenirs, incidental expenses, and all other costs and expenses not otherwise specified herein) are the responsibility of the Winner. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates. Neither Sponsor nor Prize Donor is responsible if Hotel Prize is delayed, postponed or cancelled for any reason, in which event that portion of Hotel Prize is forfeited in its entirety and no substitution will be provided except as in the sole discretion of Sponsor and Prize Donor. No substitution of the Hotel Prize or any component thereof is permitted, except in the sole discretion of Sponsor and Prize Donor, each of which reserves the right to substitute a prize or prize component of equal or greater value. The Hotel Prize is non-transferable, non-refundable, non-negotiable for cash, may not be resold, and cannot be used as partial payment toward a different Hotel stay. Any traveler under the age of 21 years as of the date of Hotel Prize departure (whether the Winner or such Winner's guest) must be accompanied by a parent, guardian or chaperone 21 years or older in the same room. All travelers are responsible for providing proper citizenship

documentation to travel, which may include passports, valid alien registration card and/or necessary visas.

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsors reserve the right to substitute a prize of equal or greater value. Prize Winner will not receive difference between actual and approximate retail value set forth in these Official Rules. All taxes and unspecified expenses are the responsibility of winner.

6. **Conditions.** All federal, state and local taxes are the sole responsibility of the winner. Participation in Sweepstakes and acceptance of prize constitutes winner's permission for Sponsors and Prize Donor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Sweepstakes, Sponsors or Prize Donor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winner agree to release and hold harmless Sponsors, Prize Donor, each of their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsors and Prize Donor are not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.
7. **Additional Terms.** In case of dispute as to the identity of any entrant, Entry will be declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational, institutional, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any Potential Winner may be requested to provide Sponsors with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Sponsors, their affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communication malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsors reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsors may select the

winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsors. Sponsors reserve the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsors may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsors representatives.

***CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.***

8. **Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
9. **Use of Data.** Any entry information collected from the Sweepstakes form shall be used only in a manner consistent with these Official Rules and with the applicable privacy policies. The privacy policies applicable to US participants are located at <http://www.moltonbrown.com/store/privacy-policy> and <https://www.lottenypalace.com/privacy-policy>. The privacy policies applicable to UK participants are located at <https://www.moltonbrown.co.uk/store/privacy-policy> and <https://www.lottenypalace.com/privacy-policy>. The winner may be required by the Sponsor and Prize Donor to provide their date of birth information to ensure they satisfy the age requirements for entry into the Sweepstakes and for identification verification procedures which may be required in connection with delivery and take up of the Grand Prize. Additionally, if you have opted-in to receive marketing communications from the Sponsor and/or Prize Donor, the entry information you have provided (including your name, email address and date of birth) may be processed by the relevant party for the purposes of providing the marketing communications you have consented to receiving and in order to analyse your interests for marketing purposes. By participating in the Sweepstakes, entrants hereby agree to the collection and usage of their personal information by Sponsors and Prize Donor in accordance with the aforementioned privacy policies. If you have opted-in to receive further information from the Sponsor and/or Prize Donor, you agree that the relevant party may use and store those details to provide further information about their products and services (in accordance

with the privacy policy of the relevant entity). If you have also opted-in to receive marketing from the Prize Donor, you understand and accept that the Prize Donor will be solely responsible for any processing of your personal data for these purposes and that such processing will be governed the terms of the Prize Donor's privacy policy and the Sponsor accepts no responsibility or liability in association with any such data processing for these purposes.

- 10. List of Winners.** To obtain a list of winners, U.S. residents must send a self-addressed, stamped envelope by **March 30, 2023** to: Molton Brown/Lotte New York Palace Sweepstakes c/o Molton Brown USA LLC, One Penn Plaza, Suite 2207, New York, NY 10119. U.K. residents must send a self-addressed, stamped envelope by **March 30, 2023** to: Molton Brown/ Lotte New York Palace Sweepstakes c/o Molton Brown Limited, 130 Shaftesbury Avenue, London W1D 5EU.
- 11. Sponsors.** Molton Brown USA LLC, One Penn Plaza, Suite 4118, New York, NY 10119 and Molton Brown Limited, 6 Agar Street, London WC2N 4HN.

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