2024 Molton Brown USA November Account Update 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 Districts of Columbia 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 or the District of Columbia.

- 1. Eligibility. Participation open only to those who opted in to receive emails from Sponsor AND received a Sweepstakes email ("Sweepstakes Email") who are legal residents of the fifty United States or the District of Columbia, who are 18 or older as of date of entry. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Sponsor and its 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 and the District of Columbia, 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 9:00 a.m. Eastern Time ("ET") on November 11, 2024, and ends at 11:59 p.m. ET on November 21, 2024 ("Sweepstakes Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

3. How to Enter.

- a) Click on the <u>link</u> in the Sweepstakes Email, which will take you to the login page of your account on the Molton Brown website. (You must click the link in the Sweepstakes Email; if you access your account without using the link provided in the Sweepstakes Email, your entry will not be logged).
- b) Log into your online account.
- c) Visit your "Preference Center", available from your Account Dashboard, and enter or update "Your interests" and "How would you like to hear from us" drop-down sections.
- d) Click "Save Preferences" under each drop-down section to ensure that your details have been saved, within the Sweepstakes Period.

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

All entries become the sole exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Delivery of prizes required a street address (no P.O. Boxes). Sponsor is 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. Proof of submission will not be deemed to be proof of receipt by Sponsor. 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. One (1) winner will be selected in a random drawing from all eligible entries received during the Sweepstakes Period held on or about November 22, 2024. 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 Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

- **5. Prize.** One (1) prize will be awarded, consisting of the following Re-Charge Black Pepper Collection products (collectively, the "Prize"):
 - 1. Re-charge Black Pepper Eau de Parfum (\$180 value)
 - 2. Re-charge Black Pepper Travel Size Eau de Parfum (\$25 value)
 - 3. Re-charge Black Pepper Bath & Shower Gel (\$35 value)
 - 4. Re-charge Black Pepper Body Lotion (\$33 value)
 - 5. Re-charge Black Pepper Body Scrub Bar (\$25 value)
 - 6. Re- charge Black Pepper Aroma Reeds (\$55 value)
 - 7. Re-charge Black Pepper Aroma Reeds Refill (\$50 value)
 - 8. Re-charge Black Pepper Luxury Candle (\$120 value)

Total retail value of the Prize is \$523.

Prize is non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize component, Sponsor reserves 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 the winner.

- 6. Prize Delivery. Receiving a prize is contingent upon compliance with these Official Rules. The winner will be notified via email or a phone call using the details provided in their Preference Center within 10 days of Prize Draw. Except where prohibited, the winner must respond to the email or phone call from Sponsor within seven (7) days of the date notice or attempted notice is sent in order to claim the prize. Winner will be required to provide a valid mailing address to Sponsor, and Sponsor retains the right to confirm any winner's eligibility to participate. If a winner cannot be contacted and does not provide a valid mailing address within 7 days of the Sponsor's notice/attempted notice or if prize is returned as undeliverable, the winner forfeits his/her prize. Upon Prize forfeiture, no compensation will be given. 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. Allow four (4) to six (6) weeks for delivery. Sponsor not responsible if the Prize cannot be delivered due to an incorrect mailing address or for lost or misdirected shipments.
- 7. 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 Sponsor 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 or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winner agrees to release and hold harmless Sponsor, its 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. Sponsor is 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.

- 8. Additional Terms. Sponsor 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, Sponsor may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves 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. Sponsor 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 Sponsor 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 SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9. 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.
- **10.** 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 http://www.moltonbrown.com/store/privacy-policy. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information in accordance with Sponsor's privacy policy and acknowledge that they have read and accepted Sponsor's privacy policy located at http://www.moltonbrown.com/store/privacy-policy.
 - **11. List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by December 31, 2024 to: 2024 Account Update Sweepstakes c/o Molton Brown USA LLC, One Penn Plaza, Suite 4118, New York, NY 10119.
- **12. Sponsor.** Molton Brown USA LLC, One Penn Plaza, Suite 4118, New York, NY 10119.