"Swarovski x HALO Sweepstakes" Official Rules U.S.A

NO PURCHASE OR PAYMENT OF ANY KINDS IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED OR RESTRICTED BY LAW.

AN INTERNET CONNECTION IS REQUIRED AND CONNECTION FEES MAY APPLY.

BY SUBMITTING AN ENTRY TO THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE PROMOTION ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.

1. SPONSOR: The "**Swarovski x HALO Sweepstakes**" (the "<u>Promotion</u>") is sponsored by Swarovski North America Limited, with an address at Home Office, 1 Kenney Drive, Cranston, RI 02920 ("Sponsor").

The Promotion is subject to these official rules (the "Official Rules"), and by entering, Entrant (defined below) agrees to be bound by them and the decisions of Sponsor, which are final and binding in all respects. Administrator's (defined below) computer is the official timekeeping device for entry in the Sweepstakes.

- **2. ELIGIBILITY**: The Promotion is only open to entrants who:
- (a) are legal residents of, and physically located within one of the 50 U.S. states (including the District of Columbia) (the "Eligibility Area");
- (b) are at least the minimum age of majority in their country and state, province or district of residence as of the time of entry;
 - (c) agree to be bound by the terms of these Official Rules; and
 - (d) submit a valid Entry (as defined below) (each, an "Entrant", or "you").

The Promotion is not open to entrants who:

- (1) are employees, shareholders, subsidiaries, affiliates, officers, directors, agents and representatives of Sponsor or any entity which is involved in any aspect of the creation, production, operation, execution or fulfilment of the Promotion;
- (2) are immediate family members (defined as parents, children, siblings, domestic partner, husband, or wife) or household members (defined as those people who share the same residence of such entrant at least three (3) months a year) of such individuals listed in clause (1) above;
 - (3) are prohibited by applicable law from entering the Promotion; or
 - (4) do not meet any of the eligibility requirements set forth above.

VOID OUSTIDE THE ELIGIBILITY AREA OR WHERE PROHIBITED OR RESTRICTED BY LAW.

- **3. PROMOTION PERIOD**: This Promotion begins at 12:01 AM EST on December 1, 2021 until 11:59 PM EST on December 15, 2021 (the "<u>Promotion Period</u>"). **All Entries must be received by 11:59 PM EST on December 15, 2021.** Sponsor's computer systems will be the official timekeeping device for the Promotion. Entries that are submitted before or after the Promotion Period will be disqualified.
- **4. HOW TO ENTER:** During the Promotion Period, there is one (1) non-purchase method of entering the Promotion (an Internet connection is required and connection fees may apply) as follows:

<u>Visit Promotion Site</u>. During the Promotion Period, visit https://www.swarovski.com/halo-swarovski (the "<u>Promotion Site</u>"). Complete the official entry form and register for the Promotion by entering true and accurate information in the required fields and reading and accepting any required terms and conditions to receive one (1) entry into the Promotion (an "Entry").

A maximum of one (1) Entry per Entrant during the Promotion Period will be accepted. Entries over the maximum number of entries will be void. For purposes of this Promotion, a "day" begins at 12:01 a.m. EST and ends at 11:59 p.m. EST. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disgualified from the Promotion at Sponsor's sole and absolute discretion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries received or ranking status attained based on any tampering (cheating) or foul play will render that participant ineligible to receive any prize(s), and may result in participant no longer being allowed to enter Sponsor's other promotions in the future, at Sponsor's sole discretion. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise may be disqualified. The Promotion Entities (defined below) are not responsible for technical failures of any kind, including, but not limited to, the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The Promotion Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's device to receive messages. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All materials submitted become the property of Sponsor and will not be returned. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. You understand that Internet access and device data usage charges and any other charges imposed by your mobile plan and/or online service may apply when submitting an Entry. Contact your wireless carrier and/or check your mobile plan for data usage pricing plans and details. In the event of a dispute as to any Entry, the Authorized Account Holder of the email address used to register for Entry will be deemed to be the Entrant. The "Authorized Account Holder" is the natural person who is assigned an account by the Internet access provider, online service provider, or other organization responsible for assigning such accounts or the account associated with the submitted email address. The potential winners may be required to show proof of being the Authorized Account Holder.

Sponsor is not responsible for lost, interrupted or unavailable network server or other connection; miscommunications; failed phone or computer or telephone transmissions; technical failure; jumbled, scrambled or misdirected transmissions; late, lost, incomplete, delayed, inaccurate, invalid, un-intelligible, or misdirected entries; or other error of any kind whether human, mechanical, or electronic.

5. PRIZES: Forty (40) prize(s) are available to be won (each, a " \underline{Prize} "), and each Prize is Swarovski x HALO collectibles consisting of one (1) Swarovski crystal HALO Mjolnir Helmet (approximately 119 x 86 x 78mm in size and approximately 1,140g in weight), one (1) Swarovski crystal HALO Energy Sword (approximately 201 x 86 x 14mm in size and approximately 101g in weight) and one (1) acrylic sword stand.

The Approximate Retail Value ("ARV") of each Prize is 2,340 USD. The ARV of all Prizes is 93,600 USD. The ARV is subject to change based upon current market conditions at the time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Limit one (1) prize per winner. All Prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. If for any reason a Prize is unavailable, Sponsor reserves the right to modify the Promotion in its sole discretion and award a substitute prize, or portion of a prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of a prize, or any portion thereof, is permitted by a winner. The Sweepstakes Entities shall have no responsibility or obligation to a winner who is unable or unavailable to, or who does not for any reason, accept or utilize a Prize.

The value of a Prize will be taxable to the winner as income. Relevant tax forms will be issued in the name of the winner for the actual value of the Prize awarded. All federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a Prize not specifically provided for in these Official Rules are solely the winner's responsibility. Failure to complete any component of any Prize does not relieve the Prize winner of his/her/their tax obligations associated with winning such Prize.

- **6. WINNER SELECTION:** On or about December 20, 2021, Sponsor will randomly select Forty (40) potential prize winners from among all eligible Entrants who submit a valid Entry during the Promotion Period. Entrants need not to be present for the drawing to win. Odds of winning a Prize depend upon the number of eligible Entries received during the Promotion Period.
- 7. PRIZE NOTIFICATION AND DELIVERY: Sponsor will notify each potential winner by email message on or about December 20, 2021. Such notification will be delivered in English. Within three (3) days of the Sponsor's notification, winners must supply any requested information in English for the administration of the Promotion including if required an affidavit of eligibility and prize/publicity release. Potential winners are subject to verification, including verification of age. If a potential winner cannot be contacted, is ineligible as determined by Sponsor, fails to comply with these Official Rules, fails to respond to the notification within the required time period, fails to provide the requested information, fails to comply with Sponsor's Terms of Use or the Sponsor's instructions, or if the prize or notification is returned as undeliverable, he/she forfeits the applicable Prize. In the event that a potential winner is disqualified for any reason, including ineligibility or forfeiture, Sponsor reserves the right to award the Prize to an alternate winner. Only up to three (3) alternate winners will be contacted, as elected in Sponsor's sole discretion, after which the Prize will remain un-awarded. Sponsor is not responsible for any change of email address or other contact information of potential winner. Provided that a potential winner is in compliance with the Official Rules and after having successfully proven eligibility and provided any documentation required by Sponsor, the potential winner will be determined to be a winner. The Prize is for the named winner only and cannot be transferred or given to another person. Sponsor expressly reserves the right to delay the announcement of the winners for any reason it deems necessary. If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the Forty (40) Prize(s) available as set forth in these Official Rules, the winners of the Prize(s) may be selected in a random drawing from among all persons making purportedly valid claims for such Prize(s). Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. The Promotion Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify the potential winners.
- **8. RELEASE:** Entrant agrees to release and hold harmless Sponsor, its parent company, subsidiaries and affiliated companies, units and divisions ("Affiliates"); and their advertising and promotional agencies or marketing partners and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies' and individuals' respective successors, representatives and assigns; and Facebook (collectively, the "Promotion Entities") from and against: (a) any claim, liability, or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Sweepstakes, receipt or use or misuse of any Prize, or any breach of these Official Rules; and (b) any claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement,

trademark infringement, or any other intellectual property-related cause of action arising from or related to the Promotion, the Prizes, or Sponsor's advertising and marketing related to the Promotion, Entrants or the winners. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Each Prize is offered and provided "as is" with no warranty or guarantee by Sponsor, either express or implied, including but not limited to, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. Any and all warranties and/or guarantees on the prizes (if any) are subject to the manufacturer's terms therefore, and winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Promotion, each winner acknowledges that the Promotion Entities have not and will not obtain or provide insurance of any kind relating to the Prizes.

The Promotion Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in promotions, or by any human, mechanical or electronic error that may occur in the processing of the entries in promotions, or other errors appearing within the Official Rules or in any Promotion related advertisements. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disgualify any person it suspects or finds: (i) to have tampered with the entry process or the operation of the Promotion; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Entrant or the Sweepstakes Entities into disgrace (e.g., including but not limited to, a person committing acts of moral turpitude, and/or allegations or convictions of any crime); (iv) to have provided inaccurate information on any legal documents submitted in connection with the Promotion; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE PROMOTION AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

9. GENERAL CONDITIONS: Except where prohibited by applicable law, participation in the Promotion constitutes each winner's consent to Sponsor's and its Affiliates' use of the winner's name, city, state, province or county, and country, likeness, photograph, statements made by the winner about the Promotion, Sponsor, its Affiliates, and/or Prize information for purposes solely related to the Promotion in any media without further payment or consideration, including, but not limited to, posting winner lists online. Entrant hereby grants to Sponsor and its Affiliates to the extent permitted under applicable law, a non-exclusive, worldwide license to use, reproduce, modify, adapt, publish, transmit via the Internet, and display Entrant's Entry, including Entry information, in whole or in part, solely for the purpose of administering this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion should a virus, bug, computer or phone problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Promotion. Any attempt by any person to deliberately damage the Promotion Site or related websites or undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sweepstakes Entities are not responsible if the Promotion cannot take place or is delayed, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, government mandated lockdowns, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, other force majeure events or other events outside of the reasonable control of the Promotion Entities. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Promotion Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion or any part of the Promotion. If the Promotion or a particular portion thereof is canceled or

terminated before the designated end date of the Promotion Period for any reason, Sponsor may (if possible) select the winner based on the Entries received as of the date of the event giving rise to the termination and that is in complete compliance with these Official Rules. This shall be each Entrant's sole and exclusive remedy in the event the Promotion is so terminated or cancelled. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules will be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

10. LIMITATIONS OF LIABILITY: Except as provided by applicable law, the Promotion Entities are not responsible, to the extent permitted by law, for: (A) any incorrect or inaccurate information, whether caused by Entrant, printing errors or omission or by any of the equipment or programming associated with or utilized in the Promotion; (B) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (C) unauthorized human intervention in any part of the Entry process or the Promotion; (D) technical or human error which may occur in the administration of the Promotion or the processing of Entries; or (E) any injury or damage to person or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Promotion provided that if it is not possible to submit another Entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible Entries or, as the case may be, received up to the date of discontinuance for any or all of the prizes offered herein.

NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

- **11. PRIVACY POLICY:** The Entrants acknowledge and understand that all personal information submitted as part of this Promotion will be collected and processed by Sponsor for the purpose of managing the Promotion, and such additional purposes specified in connection with entering or participating in the Promotion, in accordance with the privacy policy available at https://www.swarovski.com/en-US/s-dataprotection/Privacy-Policy/ (the "Privacy Policy"). Entrants can read more about their rights, how Participant's personal information is used, and how to contact Sponsor, in the Privacy Policy. By participating in the Promotion, Entrants agree to the Terms of Use and the terms and conditions of Sponsor's website, and acknowledge all of the terms and conditions of the Privacy Policy.
- **12. APPLICABLE LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Rhode Island without giving effect to any choice of law or conflict of law rules (whether of Rhode Island or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Rhode Island. Some jurisdictions do not allow for limitations of certain remedies or damages and so those provisions may not apply to you.
- **13. DISPUTES:** By participating in the Promotion and to the extent permitted by applicable law, you agree that the exclusive jurisdiction for any dispute, claim or demand related in any way to the Promotion will be the federal or state courts in Rhode Island.
- **14. WINNERS LIST/OFFICIAL RULES:** For the names of the winners and/or Official Rules send a request by email to swarovskisweeps@snippmedia.com. All requests for a copy of the Official Rules and for the names of the winners (first name, last initial and home country) must be made by Jan 31, 2022. Requests received after this time will not be honored.

L5. ACCESSIBILITY. For more information on accessibility, please see Sponsor's accessibility statement at https://www.swarovski.com/en-US/s-accessibility/Accessibility/.