## **Gift Card Giveaway Rules and Regulations**

By Tradeswomen America

Official Rules:

## NO PURCHASE IS NECESSARY TO ENTER OR WIN.

**Sponsor:** The Tradeswomen America Gift Card Giveaway is sponsored by TW Group International Inc, 3909 S Maryland Pkwy Ste 314 Las Vegas, NV USA, 89119 ("Sponsor").

**Sweepstakes Entry Period:** The Sweepstakes starts at 12:00:01 AM Eastern Time (ET) Saturday October 1, 2022, and ends at 12:00:00 AM ET Saturday December 31, 2022 ("Sweepstakes Period").

**Eligibility:** Sweepstakes open only to legal residents of the 50 United States or the District of Columbia and Canada (excluding Quebec) 18 years of age or older at time of entry. Employees of Sponsor and members of those employees' immediate families (spouse, parents, siblings and children) or those living in the same household are not eligible to participate. Sweepstakes is subject to all applicable federal, state, province/territory or country and local laws and regulations. Void in Quebec and where prohibited by law.

**How to enter:** Registrants enter by completing the online entry form "Official Entry Form" on the website contest page with their full name, YouTube Subscriber Name, email address, phone number, and list of all social media they follow us on. Receipt of Entries will not be acknowledged or returned. Limit to one Entry per Day. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. All Entries and requests become Sponsor's property and will not be returned or acknowledged.

**Selection of Winner:** The one winner will be selected in a random drawing from all eligible Entries received during the Sweepstakes Period. The drawing will take place Monday January 2, 2023, the first business day after the Sweepstakes Period. The drawings will be conducted by Sponsor whose decision is final and binding in all matters relating to this Sweepstakes. The odds of winning are determined by the number of eligible Entries received during the Sweepstakes Period.

**FOR CANADIAN RESIDENTS**: In order to be declared the winner, a selected Canadian entrant must first correctly answer (without mechanical assistance or other aid of any kind) a mathematical skill testing question which will be administered by email addressed to the selected entrant's email address provided at the time of entry.

**Winners Notification:** The potential winner will be notified via the contact information they provided. If the potential prize winner does not respond to the winner notification email or call (email will be sent 2 times over a two-day period), or if an entrant is otherwise found to be ineligible, does not provide required information, or the selected entrant is a Canadian resident and fails to correctly answer the mathematical skill-testing question correctly, or if the selected winner cannot accept the prize for any reason, the potential prize winner will forfeit the prize and an alternate winner will be selected for the Gift Card Giveaway Drawing. There will be up to 3 alternate drawings after which the applicable prize will remain un-awarded. The Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate winner, if any. Acceptance of prize constitutes permission (except where prohibited by law) to use each winner's name, prize won, city and state where winner is located and likeness for promotional purposes without further compensation.

**Prize:** The prize to be awarded is listed on the Contests page on the Website. Prize will be awarded to the individual who submitted an Entry. The prizes will be awarded "as is" with no warranty or guarantee, either express or implied other than any manufacturer's warranty. Prizes are non-transferable and no substitution by winners or cash equivalent is allowed. Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. Arrangements for the fulfillment of any prize will be made by Sponsor. All fees, federal, state, local or other expenses relating to the use, acceptance and possession of prize are the sole responsibility of the winner. An IRS form 1099 will be awarded in the name of the winner for the retail value of the prize for any prize which is valued at over \$600 as required by law. Sponsor reserves the right to require that a Declaration of Eligibility and Release ("Release") be signed by the potential winner prior to being awarded the prize. If a potential winner is a minor, as determined by the laws of the jurisdiction in which the potential winner resides, the potential winner's parent or legal guardian will have to sign the Release on the minor's behalf.

**Conditions:** By participating, Entrants agree to be bound by the Official Rules of this Sweepstakes and the decisions of the Judges which are final and binding. The Sponsor reserves the right, in its sole discretion to reject or disgualify any Entry that is deemed ineligible or for any reason that the Sponsor feels is necessary and/or appropriate, including without limitation, if that Entrant has not complied with the Official Rules or has interfered, in Sponsor's sole opinion, with the proper conduct of the Sweepstakes. Entrants on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Participating Entities and their respective employees, officers, directors and agents ("Released Parties"), from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind (even if the parties have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or

element thereof, and the Entrant's participation or inability to participate in the Sweepstakes or use or misuse of any prize, (b) typographical errors in these Official Rules or any Sweepstakes materials, (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize, (d) any change in the Sweepstakes or inability to award the prize due to reasons beyond Sponsor's control, (e) any lost/delayed data transmissions or any technical malfunctions or unavailability of any website, telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, (f) any wrongful, negligent, or unauthorized act or omission on the part of any of Sponsor, or any of its agents or employees, (g) the collection, use and/or sharing of Entrant's personally identifiable information by Sponsor or its designees, or (h) the negligence or willful misconduct by Entrant. Sponsor reserves the right to permanently disgualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules and terminate the Sweepstakes if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), or to select the winner from among all eligible Entries received prior to termination. In the event of a dispute as to who an entrant is, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

**Disputes; Governing Law:** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Nevada. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA. WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official

Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Nevada. The parties agree not to raise the defense of forum non conveniens.

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 ACCESS TO THE SWEEPSTAKES. 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.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of any such provision.

**Winners list:** For the names of the winner of the gift card giveaway, mail a self-addressed, envelope to TW Group International, Inc. Gift Card Giveaway, 3909 S Maryland Pkwy Ste 314 Las Vegas, NV USA, 89119. Canadian residents may omit return postage. Requests must be received no later than 60 days after the applicable Gift Card Giveaway Drawing.