

## **Official Facebook Giveaway Rules & Regulation**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**1. Eligibility:** This Campaign is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older as of the date of entry. If a participant has not reached the age of majority in his/her primary state of residence as of the date of entry into the Promotion (which is eighteen (18) years old in most states but is nineteen (19) years old in Alabama and Nebraska and twenty-one (21) years old in Mississippi) (a "Minor), then the participant must obtain parental consent in order to be eligible to enter the Promotion. Parental consent occurs when the parent or legal guardian of a Minor grants permission for the Minor to participate and agrees on behalf of himself/herself and the Minor to these Official Rules. It is strictly prohibited for anyone who does not meet the age requirement as of the date of entry to be allowed to participate in the Promotion and in no situation shall anyone under the age of eighteen (18) be permitted to enter any promotion at any time, under any circumstances. The entries shall be deemed Void when made by non-residents, or those outside the United States or where prohibited by law. Employees, contractors, directors and officers of Katzkin Leather ("Sponsor"), and their respective parent, subsidiary and affiliated companies, distributors, brokers and licensees, and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of the Promotion (collectively, "Promotion Parties"), and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each are not eligible to enter or win. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Promotion ("Official Rules"). Subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law.

**2. Agreement to Rules:** By participating, the Contestant (Katzkin Leather) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Katzkin Leather as final and binding as it relates to the content of this Campaign.

**3. Campaign Period:** Entries will be accepted online starting March 20th, 2021 on and ending n/a. Winners will be selected on the 15th of each month, starting April 15th, 2021.

**4. How to Enter:** The Campaign must be entered by submitting an entry by emailing [katzkin2@gmail.com](mailto:katzkin2@gmail.com) or tagging @katzkinleather in a post AND using #ShareYourKatzkinTransformation. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Katzkin Leather.

**5. Prizes:** The Winner(s) of the Campaign (the "Winner") will receive \$500 worth of Katzkin automotive leather interior. Actual/appraised value may differ at time of prize award. The

specifics of the prize shall be solely determined by Katzkin Leather. No cash or other prize substitution shall be permitted except at Katzkin Leather discretion.

The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for [Giveaway Owner] to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected randomly under the supervision of Katzkin Leather. Winner will be notified by email or on Instagram (depending on how they entered the contest) within 24 hours following selection of Winner. Katzkin Leather shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information.

If Winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Katzkin Leather's sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Katzkin Leather, anyone acting on behalf of Katzkin Leather, and Katzkin Leather licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Katzkin Leather. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at

your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Katzkin Leather from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Katzkin Leather may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**9. Terms & Conditions:** Katzkin Leather reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Katzkin Leather control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Katzkin Leather may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Katzkin Leather. Katzkin Leather reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Katzkin Leather has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Katzkin Leather reserves the right to seek damages to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering, You agree to release and hold harmless Katzkin Leather and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively final and binding arbitration under the rules of the American Arbitration Association and held in its offices in the County of Los Angeles, State of California. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees,

other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Katzkin Leather website.

13. Sponsor: The Sponsor of the Campaign is Katzkin Leather

14. \_\_\_ By checking here, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules