# **Official Rules**

NO PURCHASE (OR PAYMENT OF ANY KIND) IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW, INCLUDING IN ANY STATE WHERE REGISTRATION IS REQUIRED.

# 1. Eligibility

The Alo Moves Daily Recipes with Bonberi Giveaway (the "Sweepstakes") is open to individuals who are 18 years old or older at the time of entry. Employees of and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (i.e. parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and household members, whether or not related, of each such employee are <u>not</u> eligible to enter or win the Sweepstakes. The Sweepstakes is subject to federal, state, and local laws and regulations.

# 2. Sponsor

The Sweepstakes is sponsored by Alo, LLC ("**Sponsor**"), located at 9830 Wilshire Blvd, Los Angeles, California 90212.

# 3. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. Should Sponsor, determine, in its sole discretion, that any Entrant (defined below) has violated any of the provisions in the Official Rules, Sponsor shall have no obligation to award anything to such Entrant. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant it determines to be acting in violation of these Official Rules or any federal or state, law, rule or regulation. The Sponsor reserves the right, in addition to the right to disqualify such Entrant, to seek damages and other remedies from any such Entrant to the fullest extent permitted by law.

# 4. Sweepstakes Period

The Sweepstakes begins on March 23, 2023 at 10:00:01 AM PDT and ends on March 31, 2023 at 8:59:59 PM PDT (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified and destroyed.

### 5. How to Enter

Two methods of entry:

Method 1: All @AloMoves followers on Instagram who (i) make a recipe featured on the Alo Moves Daily Recipes with Bonberi Series on Alo Moves (the "Series"), (ii) post on their Instagram account a photo, story, or reel (a "Post") featuring their creation during the Sweepstakes Period, and (iii) tag @alomoves and #AloMovesDailyRecipes in their Post, will automatically earn one (1) entry into the Sweepstakes. Entrants may only earn one (1) entry per recipe featured on the Series.

Method 2: To enter via mail, provide the following information (either typed, or in legible handwriting, on either a single sheet of paper or 3x5 card), your name, address, city, state, zip code, e-mail address, phone number and date of birth. Insert single sheet of paper or card in an envelope with sufficient postage to: Alo Moves Daily Recipes with Bonberi Series Giveaway, 9830 Wilshire Blvd, Beverly Hills, CA 90212 – return address and mailing address on envelope must be handwritten. Mail-in entries must include all requested information (as stated above) to be considered an entry. Mail-in entries must be postmarked by March 31, 2023 and received by April 4, 2023. Only one (1) entry per person. Requests for confirmation of receipt of mail-in entries will not be acknowledged. No photo copies, facsimiles or reproductions of mail-in entries will be accepted. Sponsor is not responsible for late, lost, damaged, stolen, incomplete, illegible, postage due, or misdirected entries. Proof of mailing does not constitute proof of delivery.

NOTE: Your chances of winning are the same regardless of method of entry.

# 6. Prize Drawing

On or about April 7, 2023, the Sponsor will select potential winners in a random drawing from among all eligible entries from all valid entries received during the Sweepstakes Period. The odds of being selected depend on the number of entries received. For example, if there are 5,000 eligible entries during the Sweepstakes Period, the odds of winning a particular prize will be 1:5,000; if there are 10,000 eligible entries during the Sweepstakes Period, the odds of winning will be 1:10,000, and so on. The Sponsor will attempt to notify the potential winner via telephone or email on or about April 10, 2023. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries, which alternate potential winner will be subject to the same requirements as the initially selected prize winner.

### 7. Winner Notification

The potential winner will be notified by email or phone. Each potential prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to

award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries, which alternate winner will be subject to the same requirements as the initially selected prize winner. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

### 8. Prizes

There will be one (1) Grand Prize.

The Grand Prize winner (the "Grand Prize Winner") will receive a cooking kit consisting of the following:

- 1. Travel Kit by Branch Basic
- 2. Drizzle & Sizzle Kit by Graza
- 3. Bloat + Gut Boost by Arrae
- 4. The Good Shears + The Forever Peeler by Material
- 5. Sea Salt Slide Tins by Jacobsen Salt
- 6. Chocolate Bar by Spring & Mulberry
- 7. <u>Hair Ties</u> by Alo

The approximate retail value of all prizes available to be won in this Sweepstakes is \$250.

The Winners may not substitute, assign or transfer any prize, but Sponsor reserves the right, at its sole discretion, to substitute any prize (or any portion thereof) with one of comparable or greater value. Further, Sponsor reserves the right to forfeit or award any unclaimed or leftover prizes at its sole discretion. Additional restrictions may apply.

# 9. General Conditions

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the Website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages

(including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

# 10. Release and Limitations of Liability

By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the Winners, the incorrect completion of any mailed entry, or in any Sweepstakes-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### 11. Use of Information

By accepting the Prize, in addition to the permissions and other authorizations contained in the form of Declaration of Compliance to be signed by the Winners, the Winners consent to and give Sponsor and any other party authorized by Sponsor the right to video and/or audio tape the Winners with any item that is part of the prize or during any prize activity and to use, adapt, publish, display, develop and/or edit the Winners' names, addresses (city or state only), voices, likenesses, photographs, biographical information and/or statements about the Sweepstakes for publicity, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, worldwide, and on the world wide web without review, notification or approval, and without additional compensation, in perpetuity, except where prohibited by law.

#### 12. Taxes

All income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a prize and any other fees or costs associated with a prize are solely the responsibility of each Winner. It is each Winner's responsibility to understand and abide by any federal, state, local and/or other applicable tax laws that may apply to receipt of a prize. Each Winner may be required to provide certain tax information requested to enable the completion of applicable reporting forms before or upon receipt of a prize, including but not limited to an IRS 1099 Tax Form for the value of a prize and each Winner agrees to fully cooperate with Sponsor in conjunction with the issuance of IRS 1099 Tax Form.

# 13. Governing Law; Jurisdiction; Dispute Resolution

By completing the act of entering the Sweepstakes, each Entrant agrees that the Sweepstakes, and all issues, and questions and other matters concerning the construction, validity, interpretation and enforceability of these Official Rules, each Entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by the laws of California, USA, without reference to its conflict of laws principles, as well as all applicable federal, state and local laws and regulations. All issues, and questions and other matters concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and constructed in accordance with the laws of California, USA. Each Entrant further agrees that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the awarding of a prize shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Central District of California or the appropriate California State Court located in Los Angeles County, California; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event shall include attorney's' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to, claim punitive, special, incidental, and consequential damages and any other damages, other than out-of-pocket expenses (excluding attorney's fees), and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL. SPECIAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

# 14. Non-Waiver; Severability

Failure by the Sponsor or its designated agent to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any provision of these Official Rules is determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

#### 15. Amendment

Sponsor reserves the right to modify at any time and without prior notice the Official Rules for clarification and other non-substantive purposes without materially affecting the terms and conditions of the Sweepstakes.

# 16. Copy of Official Rules

For a copy of the Official Rules, please visit the following website:

# [insert url]

or send a stamped, self-addressed envelope to:

Alo Moves Daily Recipes with Bonberi Series Giveaway – "Official Rules" c/o Alo, LLC 9830 Wilshire Blvd.
Beverly Hills, CA 90212

# 17. Winners' List

For a copy of the names of the Winners, send a stamped, self-addressed envelope to: Alo Moves Daily Recipes with Bonberi Series Giveaway – "Winner's List" c/o, Alo, LLC 9830 Wilshire Blvd.
Beverly Hills, CA 90212

The names of the Winners will be available after approximately April 15, 2023, subject to any delays caused by the need to conduct alternate drawings.

# 18. Privacy

Information collected from entrants is subject to Sponsor's privacy policy.