

Fetch “New Year Giveaway” Sweepstakes

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE SWEEPSTAKES JURISDICTIONS (AS DEFINED HEREIN) WHO, AS OF THE TIME OF ENTRY, ARE AT LEAST 18 YEARS OLD. VOID IN ALL JURISDICTIONS OTHER THAN THE SWEEPSTAKES JURISDICTIONS AND VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Eligibility:** This New Year Giveaway (the “Sweepstakes”) is open only to those who sign up at the www.fetchpackage.com/event/new-year-giveaway and who are at least 18 years old as of the date of entry. The Sweepstakes is only open to eligible legal residents of the following jurisdictions (the “Sweepstakes Jurisdictions”), and is void where prohibited or restricted by law:

Phoenix, AZ	Tempe, AZ	Orange County, CA	San Diego, CA	San Francisco, CA
Centennial, CO	Denver, CO	Washington, DC	Fort Lauderdale, FL	Jacksonville, FL
Miami, FL	Orlando, FL	Tampa, FL	West Palm Beach, FL	Atlanta, GA
Marietta, GA	Chicago, IL	Minneapolis, MN	St. Louis, MO	Charlotte, NC
Raleigh Durham, NC	Portland, OR	Philadelphia, PA	Charleston, SC	Austin, TX
Dallas, TX	Houston, TX	San Antonio, TX	Nashville, TN	Salt Lake City, UT
Alexandria, VA	Seattle, WA	Los Angeles, CA		

Employees, contractors, representatives, agents, directors and officers of Fetch Package, Inc. (“Fetch”), and its affiliates, subsidiaries, advertising and promotion agencies, suppliers and any other parties involved in the administration of the Sweepstakes (collectively the “Sweepstakes Parties”), and immediate family members and/or those living in the same household of the Sweepstakes Parties, are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

2. **Agreement to Rules:** By participating, the entrant (“You”) agree to be fully and unconditionally bound by these official rules (“ Official Rules”), and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Fetch as final and binding as it relates to all matters relating to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. **Sponsorship:** The sponsor of the Sweepstakes is Fetch, located at 1705 Guadalupe St Ste 300, Austin, TX 78701. Fetch will conduct the Sweepstakes substantially as described in these Official Rules.

4. **Sweepstakes Period:** Entries will be accepted online starting February 1, 2023, at 12:00 a.m. CT and ending on April 30, 2023, at 11:59 p.m. CT. All online entries must be received and bookings completed by April 30, 2022, at 11:59 p.m. CT. Fetch's computer is the official time-keeping device for the Sweepstakes.

5. **How to Enter:** The Sweepstakes must be entered by submitting an entry using the online form provided at www.fetchpackage.com/event/new-year-giveaway. The entry must fulfill all Fetch's requirements, as specified therein and herein, to be eligible to win a prize. Entries that are incomplete or do not adhere to the Official Rules may be disqualified at the sole discretion of Fetch. You must provide the information requested at the time of submission. You may not enter more times than indicated or communicated by Fetch by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Fetch.

By submitting your information, you agree to Fetch's privacy policy, provided at:

https://fetchpackage-hermes-images-production.s3.amazonaws.com/legal/resident_privacy_policy20200413.pdf and any other privacy policies or communications posted on Fetch's website: <https://fetchpackage.com/>.

6. **Prizes:** The winner(s) of the Sweepstakes (the "Winner") will receive a \$50 Amazon gift card (the "Prize"). Actual/appraised value may differ at the time of Prize award. The specifics of the Prize shall be solely determined by Fetch. No cash or other Prize substitution shall be permitted except at Fetch discretion. The Prize is nontransferable. If the Prize is unavailable or cannot be awarded for any reason, Fetch reserves the right in its sole discretion to substitute a Prize or component with one of comparable or greater retail value. 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. Except where prohibited by law, by accepting the Prize, Winner hereby grants Fetch and its licensees a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to use Winner's name, hometown, likeness, and entry in any way, at any time, in any and all media, including for use in advertising and trade, without limitation, and without further compensation.

The Prize carries no warranty. Fetch has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

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

8. **Winner Selection and Notification:** Winner will be selected by random selection under the supervision of Fetch. Winner will be notified by email notification within five (5) days following the

selection of Winner. Fetch 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 the Winner cannot be contacted, is ineligible, fails to claim the prize within seventy-two (72) hours 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 the Winner of the Prize offered in this Sweepstakes is conditioned upon compliance with any and all Official Rules and federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT FETCH'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Terms & Conditions: Fetch reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should a virus, bug, non-authorized human intervention, fraud, or other cause beyond Fetch's control, including without limitation, a force majeure event, corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such a case, Fetch may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Fetch. Fetch 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 Sweepstakes or website or violates the Official Rules. Fetch has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, 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 Sweepstakes 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 Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, Fetch reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability:

Fetch and the Sweepstakes Parties assume no liability and are not responsible for, and by entering the Sweepstakes you hereby waive and release Fetch and the Sweepstakes Parties from, any actions, claims, damages, losses or injuries of any kind (collectively "Claims") arising in connection with the Sweepstakes and/or the receipt, use or misuse of any Prize.

In the event of any ambiguity or error(s) in these Official Rules, Fetch reserves the right to clarify or modify these Official Rules however it deems appropriate to correct any such ambiguity or error(s). If due to an error or for any other reason, more legitimate Prize claims are received than the number of Prizes stated in these Official Rules, Fetch reserves the right to award only a single Prize from a random drawing of all eligible entries. In no event will more than the stated number of Prizes (i.e., one Prize) be awarded.

Fetch may prohibit an entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, 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, Fetch or any Sweepstakes Parties.

11. Fetch: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, you agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Austin, Texas having jurisdiction. Further, in any such dispute, under no circumstances shall you be permitted to obtain awards for, and you hereby waive 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 Sweepstakes). You further waive all rights to have damages multiplied or increased. Fetch's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.