

Pick Your Easter Kit Giveaway

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN THE GIVEAWAY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

- 1. GIVEAWAY:** The “Pick Your Easter Kit Giveaway” (“Giveaway”) consists of a Giveaway that begins at 12:00 a.m. CST on March 15, 2021 and ends at 11:59 p.m. CST on March 21, 2021.
- 2. ELIGIBILITY:** The Giveaway is open to lawful permanent U.S. residents of the 50 U.S. states and the District of Columbia who are of the age of majority in their home state as of the start date of the Giveaway (“Entrants” and/or “Contestants”). The Giveaway is void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions, and wherever else restricted or prohibited by law. The Giveaway is sponsored by Oriental Trading Company, Inc. (“OTC”). Employees of Giveaway Entity, their parents, subsidiaries and affiliates, advertising and promotion agencies and all other entities participating in the design, promotion, marketing, advertising, administration or fulfillment of this Giveaway and their immediate families are ineligible to participate in this Giveaway. This Giveaway is in no way sponsored, endorsed, administered or associated with Instagram or Facebook and each Entrant gives a complete release to Instagram and Facebook.
- 3. HOW TO ENTER THE GIVEAWAY:** During the Giveaway Period, you may enter by completing the entry form found in a link on the OTC giveaway site: <https://www.orientaltrading.com/s3-enter-to-win.fltr> (“Giveaway Entry”). On the Entry, you will pick a favorite Easter Kit and provide other relevant information. Limit One (1) Entry per person per day for the Giveaway.
- 4. GIVEAWAY SELECTION AND NOTIFICATION:** At the end of the Giveaway, one (1) selected entrant (“Selected Entrant”) will be selected randomly to win the applicable Giveaway Prize. One Alternative Entrant will be selected as well who will be the winners of the applicable Giveaway Prize if the Selected Entrant is determined to be ineligible or does not complete the necessary affidavit and release forms in time as required by these rules. Selected Entrant will be notified by email within three (3) business days after selection if they have won the applicable Giveaway Prize. If you are a winner, you will be contacted by OTC to begin the process to claim the applicable Giveaway Prize. OTC reserves the right to require Selected Entrant to show verifiable proof of identity and entitlement to win, including proof of age and/or proof of address. In addition, Selected Entrant will need to sign an affidavit of eligibility and publicity release in order to claim their prize. That affidavit and release shall be signed and returned to OTC within seven (7) business days after receiving it from OTC. In the event that OTC believes, in its sole discretion, that any entrant is gaming the promotion through the use of automated processes or other methods, such that it affects the fair play of the Giveaway, OTC reserves the right to disqualify entrant. In the event of a dispute about the identity of any Giveaway Entrant, each entry will be declared

made by the authorized account holder of the e-mail address submitted at time of entry. The authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet Service Provider, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address. In this regard, the Selected Entrant may be required to provide proof that she or he is the authorized account holder of the e-mail address associated with the Giveaway entry selected in order to receive the applicable Giveaway Prize.

5. **ODDS.** Odds of winning a prize depend on the number of eligible entries received.
6. **GIVEAWAY PRIZE:** For the Giveaway, One (1) Giveaway Prize in the form of a \$500 OTC Gift Card ("Giveaway Prize") will be awarded. The total approximate retail value of the Giveaway Prize is \$500.
7. No transfer, or cash or other substitution of prizes is allowed, except that Giveaway Entities reserve the right, in their sole and absolute discretion, to substitute a prize or prize component of comparable or greater value. Gift cards are subject to the card's terms and conditions. In no event will expired or lost OTC Gift cards be replaced. Giveaway Entities will not replace any lost or stolen prize once in the possession or control of the prize recipient.
8. **GIVEAWAY PRIZE CONDITIONS:** Each Giveaway Entrant hereby irrevocably and perpetually waives the right to assert as a cost of receiving any prize any and all costs of verification and redemption to redeem such prize and any liability which might arise from redeeming or seeking to redeem such prize. All applicable federal, state, local or other tax liabilities (including income taxes) arising from this Giveaway will be the sole responsibility of the prize recipients. Except where prohibited by applicable law, regulation, rule or order, the entry and acceptance of any prize constitutes permission to Giveaway Entities to use such person's Submission, name, photograph, likeness (including non-photographic and simulated), statements, biographical information, voice, and city and state address for any and all promotional or advertising purposes in connection with this Giveaway and/or the Giveaway Entities' business operations and product/service offerings, on a worldwide basis and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation of any amount or kind whatsoever. All Giveaway entries are subject to verification prior to awarding of any prize. Eligibility, age, and any and all other claims shall be subject to verification prior to the actual awarding of a Prize.
9. **GIVEAWAY CONDITIONS: VOID WHERE PROHIBITED.** This Giveaway is subject to all applicable federal, state and local laws of the United States. By participating, each Giveaway Entrant hereby irrevocably and perpetually (a) agrees to be fully and unconditionally bound by these Official Rules and the decisions of the Giveaway Entities and (b) waives any right to claim ambiguity in the Giveaway or these Official Rules. Each Giveaway Entrant hereby irrevocably and perpetually agrees to release, discharge, indemnify and hold harmless the Giveaway Entities, Facebook and each of their respective officers, directors,

employees, shareholders, attorneys, representatives and agents from and against any and all claims, judgments, damages, losses, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from (i) redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Giveaway-related activity or participation in this Giveaway, or (ii) printing, distribution, production or mailing/e-mailing/communication/transmission errors. Giveaway Entities or their affiliates may rescind any promotion found to contain such errors, without liability, at its sole discretion. NEITHER GIVEAWAY ENTITIES NOR THEIR REPRESENTATIVES MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (UNLESS GIVEAWAY ENTITIES ELECT TO PROVIDE ANY PRIZE RECIPIENT WITH ANY EXPRESS WRITTEN WARRANTIES). FURTHER, NEITHER SPONSOR NOR THE GIVEAWAY ENTITIES ACCEPT ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

- 10. RESTRICTIONS:** Giveaway Entities shall not be liable to Selected Entrant for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond Giveaway Entities's sole and reasonable control.
- 11. LIMITATIONS OF LIABILITY:** Giveaway Entities are not responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kinds; (c) failures of any of the equipment or programming associated with or utilized in the Giveaway; (d) unauthorized human and/or mechanical intervention in any part of the entry process or the Giveaway; (e) technical or human error which may occur in the administration of the Giveaway or the processing of entries; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any Entrant's participation in the Giveaway or receipt or use of any prize. Giveaway Entities may prohibit an Entrant from participating in the Giveaway or receiving any prize if, in Giveaway Entities' sole discretion, Giveaway Entities determines that such Entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, or other unsafe or unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Giveaway Entities' representatives. If for any reason this Giveaway is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other similar or dissimilar

causes beyond the sole and reasonable control of Giveaway Entities which corrupt or affect the administration, security, fairness, integrity or proper, safe and fair conduct of the Giveaway, then Giveaway Entities reserve the right, exercisable at any time in Giveaway Entities' sole discretion, to cancel, terminate, modify or suspend all or any part of the Giveaway and to select the Selected Entrant by means of a random drawing from among all eligible Giveaway entries received by Giveaway Entities up until the time of such cancellation, termination, modification or suspension, as applicable. Giveaway Entities reserve the right to change or modify these rules at any time in their discretion or terminate the Giveaway for any reason at any time in their discretion. CAUTION: ANY ATTEMPT BY ANY ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, GIVEAWAY ENTITIES RESERVE THE UNRESTRICTED RIGHT, EXERCISABLE AT ANY TIME IN GIVEAWAY ENTITIES' SOLE DISCRETION, AND WITHOUT WAIVER OF OR LIMITATION ON ANY OF GIVEAWAY ENTITIES' OTHER AVAILABLE LEGAL AND/OR EQUITABLE RIGHTS AND REMEDIES, TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM AND AGAINST ANY SUCH CONTESTANT TO THE FULLEST EXTENT OF THE LAW.

12. PRIVACY POLICY AND TERMS OF USE: All personal information collected by Giveaway Entities will be used for administration of the Giveaway. In addition, Entrants may receive catalog or email correspondence from, or on behalf of OTC or promotional partners, subject to OTC's privacy policy. OTC uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Please refer to the OTC privacy policy located at <http://www.orientaltrading.com/h3-security-privacy.fltr> for important information regarding the collection, use and disclosure of personal information by OTC. Any questions regarding privacy matters should be directed to the address set out below. In addition, information provided by Entrants may be used by Giveaway Entity to send Entrants marketing and advertising materials by mail. California Consumers Notice of Collection and Opt Out Right. California consumers, please visit www.orientaltrading.com/CAPRIVACY for information about the categories of and purposes for which we collect and use personal information, the right to opt out of the sale of personal information and our privacy policy.

13. DISPUTES: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Nebraska (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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

Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Nebraska without giving effect to any choice of law or conflict of law rules (whether of the State of Nebraska or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nebraska.

14. RULES/WINNERS' LIST: For a copy of these Official Rules or the name of Selected Entrants, contact us after March 27, 2021 at giveaways@oriental.com.