Scratch and Win Giveaways

OFFICIAL RULES

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

1. **ELIGIBILITY:** The Scratch and Win Giveaways ("Giveaways") consists of a series of 8 separate Daily Giveaways that allow entrants to enter to win e-gift cards. Random Daily Giveaway Prize Winners will be selected.

2. **GIVEAWAY:** Entry for the first Daily Giveaway begins at 12:00 am (CST) on October 1, 2021 for the first Daily Giveaway and ends at 11:59 pm. (CST) on October 1, 2021. The second Daily Giveaway begins at 12:00 am (CST) on October 2, 2021 and ends at 11:59 pm (CST) on October 2, 2021 and continues on until the last Daily Giveaway that begins at 12:00 am (CST) on October 8, 2021 and ends at 11:59 pm (CST) on October 8, 2021.

   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"). 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. If the Daily Giveaway Prize exceeds $500.00, residents of Rhode Island will not be eligible to enter. The Giveaway is sponsored by Oriental Trading Company, Inc., 5455 South 90th Street, Omaha, NE 68127 ("Giveaway Entity"). Employees of Giveaway Entity, its parents and subsidiaries, 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.

3. **HOW TO ENTER THE GIVEAWAY. THE DAILY GIVEAWAY ENTRY MAY BE SUBMITTED VIA ONLINE. ONLY ONE ENTRY PER NATURAL PERSON PER DAILY GIVEAWAY WILL BE ACCEPTED.** During the Giveaway Entry Period, Eligible Entrants may go to OTC's web page located at the following URL – https://www.orientaltrading.com/s3-enter-to-win.fltr The Eligible Entrant must then complete the entry form located on that page. Entrants discovered entering under several user names or otherwise attempting to receive more than one entry per person will be disqualified from the Giveaway. All entries submitted shall become the sole property of Giveaway Entity and will be neither acknowledged nor returned. Daily Giveaway Winners will be announced on a daily basis. Daily Giveaway entries do roll over to the next Daily Giveaway period. Entrants however are allowed to win only one prize or promotion during the Giveaway.

4. **ODDS**. Odds of winning a prize depend on the number of eligible entries received.

5. **WINNER NOTIFICATION**. The Daily Giveaway Winners will be notified by phone, email and/or mail (as determined in the Giveaway Entity's sole discretion). Giveaway Entity reserves the right to modify the notification procedures at any time. The Daily Giveaway Winners will be contacted and will be required to execute waiver and release forms as provided to them by Giveaway Entity. The Winners have five (5) days from the date of being contacted by Giveaway Entity to complete and return all waiver and release forms required before they can receive any prize. Any Winner who does not complete and return all forms within the specified time period will not be able to receive a prize. In the event that a Winner does not return the completed paperwork in its entirety on time, another Entrant may be selected as a Winner and asked to provide the required waiver and release forms, in Giveaway Entity's sole and absolute discretion. The Winner's name, location, image, likeness and other information may be announced and posted on Giveaway Entity's website page and in Giveaway Entity's other print and online marketing and advertising materials.

6. **CONTEST PRIZES:** Random Daily Giveaway Prizes consist of eight (8) $250 OTC Gift Cards, one card per Daily Giveaway, with an ARV of $250 for each Daily Giveaway. Entrants not winning the Daily Giveaway Prize will be offered a one time promotion as detailed on the web page. Gift cards are subject to the card's terms and conditions. Unless restricted by law, Winners will be required to sign waiver and release forms and return them to Giveaway Entity as noted in these Official Rules. If the Winner (i) cannot be reached; (ii) do not respond to Giveaway Entity's notification; (iii) fail to obtain all signatures on the releases and to return the documents in a timely manner as required pursuant to these Official Rules; or (iv) cannot accept or receive the prize for any reason, they will forfeit the prize. No transfer, or cash or other substitution of any Prize is allowed, except that Giveaway Entity reserves the right, in Giveaway Entity's sole and absolute discretion, to substitute a prize or prize component of comparable or greater value. Allow seven (7) business days from the date the Winners are selected for delivery/fulfillment of the Prize to the address provided in the declaration of eligibility and liability/publicity release form. Giveaway Entity will not replace any lost or stolen prize or prize component(s) once in the possession or control of a winner. In no event will expired or lost OTC Gift Cards be replaced.

7. **GIVEAWAY PRIZE CONDITIONS:** Each Winner hereby irrevocably and perpetually waive 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 Entity to use such Entrant's photo, name, 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 Entity's 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.

8. **GIVEAWAY CONDITIONS: VOID WHERE PROHIBITED.** This Giveaway is subject to all applicable federal, state and local laws of the United States. By participating, each Entrant hereby irrevocably and perpetually (a) agree to be fully and unconditionally bound by these Official Rules and the decisions of the Giveaway Entity 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 Entity 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 Entity or their affiliates may rescind any promotion found to contain such errors, without liability, at its sole discretion. NEITHER GIVEAWAY ENTITY 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 CONTEST ENTITY ELECTS TO PROVIDE ANY PRIZE RECIPIENT WITH ANY EXPRESS WRITTEN WARRANTIES). FURTHER, GIVEAWAY ENTITY DOES NOT ACCEPT ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

9. **RESTRICTIONS:** Giveaway Entity shall not be liable to an 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 Entity's sole and reasonable control.

10. **LIMITATIONS OF LIABILITY:** Giveaway Entity is 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 Entity may prohibit an Entrant from participating in the Giveaway or receiving any prize if, in Giveaway Entity's sole discretion, it

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 Entity's 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 Entity which corrupt or affect the administration, security, fairness, integrity or proper, safe and fair conduct of the Giveaway, then Giveaway Entity reserves the right, exercisable at any time in its sole discretion, to cancel, terminate, modify or suspend all or any part of the Giveaway. 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, CONTEST ENTITY RESERVES THE UNRESTRICTED RIGHT, EXERCISABLE AT ANY TIME IN ITS SOLE DSICRETION, AND WITHOUT WAIVER OF OR LIMITATION ON ANY OF ITS 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 ENTRANT TO THE FULLEST EXTENT OF THE LAW.

11. **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 or the Nebraska District Court located in Douglas County, 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.

12. **PRIVACY POLICY AND TERMS OF USE:** All personal information collected by Giveaway Entity will be used for administration of the Giveaway. In addition, Entrants may receive mail, catalog or email correspondence from, or on behalf of the Giveaway Entity or promotional partners, subject to the Giveaway Entity's privacy policy. Giveaway Entity 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 Giveaway Entity's privacy policy link located on the Giveaway

website for important information regarding the collection, use and disclosure of personal information by Giveaway Entity. Any questions regarding privacy matters should be directed to the address set out below. In additional, 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. **RULES/WINNERS' LIST:** For a copy of these Official Rules or the name of the Winners, contact us after October 28, 2021 at giveaways@oriental.com