# Pandora Jewelry Sweepstakes

## Official Rules

# NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

**1. Eligibility:** Pandora Jewelry Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including the District of Columbia), Puerto Rico, and Canada (excluding Quebec) who are at least eighteen (18) years old at the time of entry. Employees of Pandora Jewelry LLC ("Sponsor"), Disney Worldwide Services, Inc. ("Disney"), Merkle Inc. ("Administrator"), and each of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations and is void in Quebec and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Pandora Jewelry LLC, 250 W Pratt St. Baltimore, MD 21201, U.S.A. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.

**3. Timing:** The Sweepstakes begins on April 7, 2022 at 12:00 a.m. Eastern Standard Time ("ET") and ends on May 19, 2022 at 11:59 p.m. ET (the "Promotion Period"). Administrator/Twitter/Instagram's servers are the official time-keeping devices for the Sweepstakes.

#### 4. How to Enter:

- a. Online: During the Promotion Period, visit <u>https://pandora.promo.eprize.com/50thanniversary/</u> and follow the links and instructions to complete and submit the registration form including a valid home address. P.O. Boxes are not permitted. You will receive one (1) entry into the Sweepstakes. <u>Limit</u>: You may only enter one (1) time during the Promotion Period via this method.
- b. Twitter and Instagram: You will need to have a Twitter and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<u>http://twitter.com/tos</u>) or (<u>http://instagram.com/about/legal/terms/#</u>). If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

During the Promotion Period, take the following actions to receive an entry:

(1) Either tweet/post (a) a photo of your favorite Disney themed Pandora jewelry piece OR (b) tell us which Disney themed Pandora piece you want the most and why. You must also include the hashtag #CelebrateYourMagicSweepstakes and @ mention @PANDORA\_NA (on Twitter) or @theofficialpandora (on Instagram) in your tweet/post. Your photo or explanation and all hashtags will be collectively referred to as your submission ("Submission");

(2) Your account settings must remain public during the Promotion Period and until the prizes are awarded (as described in Section 6); and

(3) You must not change your Instagram or Twitter handle during the Promotion Period and until the prizes are awarded (as described in Section 6).

Your Tweet/Post need not include any reference, positive or negative, to Sponsor's products or services. *Including a reference or image in your social post will not improve your chances of winning*. Retweets, Instagram stories, and Instagram posts where the hashtag is included in a comment rather than the caption of the original post will not be deemed entries. You will receive one (1) entry into the Sweepstakes. Limit: You may only enter one (1) time per day during the

Promotion Period via Twitter and one (1) time per day during the Promotion Period via Instagram.

## Content Restrictions for your Twitter and/or Instagram Entry:

- Your Tweet/post must be your original work.
- Your Tweet/post must not convey any claims of Sponsor or Disney's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor.
- Your Tweet/post must not disparage Sponsor, Disney or any other parties.
- You must have permission to include the names or likenesses of other individuals and to grant the rights set forth in Section 5. You should only include minors in your Tweet or post if they are your children/wards or you are their authorized guardian. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor.
- Your Tweet or post must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks, or any other intellectual property other than those of the Sponsor.
- Your Tweet or post must not make references to or include alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda.
- Your Tweet or post may not be indecent, obscene, sexually explicit, hateful, promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- Your Tweet or post may not be tortious, defamatory, libelous, disparage Sponsor, Disney or any other person or party, or contain material that is unlawful in any way.

Sponsor, in its sole discretion, may disqualify any post that it finds unlawful, or in violation of these Official Rules. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, or delayed Retweets or failure to receive the Retweet due to limitations of third-party social network platforms all of which will be void. Each Submission must be unique to qualify as an entry.

Multiple entrants are not permitted to share the same Twitter/Instagram account/email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter/Instagram accounts, email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

In the event of a dispute as to any registration, the authorized account holder of the Twitter/Instagram account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Twitter/Instagram account. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address provider, online service provider or other organization register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email address provider or other organization responsible an email address by an Internet access provider, online service provider or other organization responsible for assigning email address provider or other organization responsible an email address by an Internet access provider, online service provider or other organization responsible for assigning email address for the domain associated with the submitted address.

Each potential winner may be required to show proof of being the authorized account holder. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms all of which will be void.

**5.** Sponsor's Use of Social Post Content: Tweeting/Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later

developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

6. Prize Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around May 20. 2022. Each potential winner that enter via Twitter or Instagram will be notified by @PANDORA NA or @theofficialpandora through the social channel used to enter and will be directed to a secure online claim form and asked to provide his/her name, email address, mailing address and date of birth to confirm eligibility and for prize fulfillment purposes within five (5) days of the date notice or attempted notice is sent into order to claim the prize. Each potential winner that entered Online will be notified by email, mail, or phone. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim their prize. If any winner is a resident of Canada, they will be required to complete IRS Form W-8BEN. If a Canadian resident, the potential winner will be required to correctly answer a time-limited skill testing question without any assistance in order to be eligible to receive a prize. If the potential winner is a Canadian resident and the question is answered incorrectly, the prize will be forfeited. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits the prize or is disqualified for any reason Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. Prizes: ONE (1) GRAND PRIZE: A trip for four (4) to Orlando, Florida. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Orlando, Florida; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, quad occupancy) located at the Walt Disney World® Resort; ground transportation to and from destination airport and hotel; four (4) 4-day standard theme park tickets to visit one (1) park per day, terms and conditions apply (theme park reservation required, block-out dates apply and are to be determined at the sole discretion of Disney); and \$1,200 Disney gift card (subject to terms and conditions). Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Airfare assumes winner and travel companions may originate in the United States (including Hawaii and Alaska), Canada, or Puerto Rico; and includes a Saturday night stay in Orlando; excludes travel from December 22, 2022 - January 2, 2023. Travel, accommodations, and theme park admission tickets are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, luggage fees, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, at least one (1) travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, hotels/accommodations, event venues

or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of select elements of the prize or the entire prize. Forfeiture of select elements of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$8,350.00 USD/ \$10,600.00 CAD. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

To visit the theme parks, theme park reservations via the Disney Park Pass system (<u>https://disneyworld.disney.go.com/experience-updates/park-reservations/</u>) and valid admission are required for the same theme park on the same date for each guest ages 3 and up. Reservations are subject to availability and are not guaranteed until a reservation is finalized.

Before visiting the *Walt Disney World*® Resort, each guest should visit <u>https://disneyworld.disney.go.com/experience-updates/</u> to view important information about park reopening, reservations, limitations on benefits, features, experiences and offerings, new safety measures and other information which may continue to change at any time without notice.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. By accepting and using the prize and visiting *Walt Disney World*® Resort, the winner and guests voluntarily assume all risks related to exposure to COVID-19. Winner is also responsible for understanding and complying with any COVID-19 travel restrictions set by their origination or destination cities, states, or countries, including but not limited to registering for travel authorization and obtaining and displaying current COVID-19 test results, vaccine passports, COVID-19 vaccination cards, etc. Winner should also review any advisories or restrictions that may be in place for travel to Florida.

<u>EIGHT (8) FIRST PRIZES</u>: Each prize pack includes one (1) Pandora Moments Snake Chain Slider Bracelet and one (1) Disney 50th Anniversary Dangle Charm. ARV: \$140.00 USD/ \$165.00 CAD.

<u>U.S. Taxation</u>: If the Grand Prize winner is a resident of the United States, they will receive an IRS form 1099 and will be responsible for all taxes associated with acceptance of the prize. If any winner (Grand Prize or First Prize) is a resident of Canada, Sponsor will gross up the prize value in an amount to satisfy the 30% withholding requirement. The withholding amount will be submitted to the US taxing authority IRS (the United States tax agency) as required by law and winner will receive a U.S tax form 1042 from the Administrator reflecting the total value of the prize, including the gross up amount and the withholding amount submitted to the IRS will be noted separately.

<u>For All Prizes</u>: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. <u>Limit</u>: one (1) prize per person. Total ARV of all prizes: \$9,470.00 USD/ \$11,920 CAD. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

**8. Release:** By entering this Sweepstakes, entrants agree to release and hold harmless Sponsor, Administrator, Disney, Twitter, Inc., Instagram, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, third party claims involving the right to privacy, right of

publicity, or intellectual property infringement, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**9** Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Twitter/Instagram profile photo), voice, opinions and/or hometown and state/province for promotional purposes in any media, worldwide, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. 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 the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action (collectively "Disputes") arising out of or connected with this Sweepstakes (excluding any Disputes arising out of or connected with the Grand Prize) shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all Disputes brought against Disney in connection with the Grand Prize or Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Orange County, Florida; (3) any and all Disputes, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, 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 Sweepstakes, shall be governed by, and

construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**13. Entrant's Personal Information:** Information collected from entrants is subject Sponsor's Privacy Policy <u>https://help.pandora.net/s/privacy-policy</u>.

**14.** Winner List: For a winner list, visit <u>https://bit.ly/3HaiTcd</u>. The winner list will be posted after winner confirmation is complete.

**15.** Sweepstakes Emails: By participating in the Sweepstakes, you agree to receive emails related to the Sweepstakes including, but not limited to, registration confirmation email.

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