

## REFINERY29 x CUDDL DUDS SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK OR INSTAGRAM. REFERENCES TO ANY THIRD-PARTY ENTITY OR TRADEMARK DO NOT CONSTITUTE OR IMPLY, AND SHOULD NOT BE CONSTRUED AS, AN ENDORSEMENT OF THIS SWEEPSTAKES, SPONSOR OR PRIZE PROVIDER.**

**This Sweepstakes may only be entered in or from the 48 contiguous United States (excluding Rhode Island), and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 48 contiguous United States (excluding Rhode Island) or the District of Columbia.**

**1. ELIGIBILITY.** The “Refinery29 x Cuddl Duds Sweepstakes” (the “Sweepstakes”) is open solely to legal residents of the forty-eight (48) contiguous states of the United States (excluding Rhode Island) and the District of Columbia, who are at least eighteen (18) years of age and over the age of majority in their jurisdiction of residence at the time of entry. Entrants must have either a valid social security number or a valid U.S. personal tax identification to participate. Employees, officers and directors of Refinery 29 Inc. (“Sponsor”), or Komar Layering, LLC (“Prize Provider”), and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions which are final and binding on all matters related to this Sweepstakes.

**2. SWEEPSTAKES ENTRY START/END DATES.** The Sweepstakes begins at 12:00:00 a.m. (midnight) Eastern Standard Time on November 11, 2020 and ends at 11:59:59 p.m. Eastern Standard Time on December 22, 2020 (“Sweepstakes Period”). Sponsor’s computer is the official time keeping device for this Sweepstakes.

### **3. HOW TO ENTER.**

a. During the Sweepstakes Period:

- i. go to Sponsor’s page, located at <https://app.viralsweep.com/sweeps/full/1420b3-74784?framed=1> (“Sponsor’s Page”), enter your name and email address and click the “submit” button. You must have an email address to enter via this method. An email address is free.
- ii. you may also enter the Sweepstakes by mail as follows: on a plain 3” x 5” index card, legibly handprint or type your first name, last name, date of birth, complete address, city, state, zip code, home phone number (including area code), and email address (if any) and mail your completed 3” x 5” card to Refinery29, Attention: Cuddl Duds Sweepstakes Entry, 225 Broadway, 23rd Floor, New York, NY 10007. To be considered eligible in the Sweepstakes, your entry must be postmarked no later than December 22, 2020. Each card received will be considered as one entry for that entrant.

b. By participating in the Sweepstakes, you acknowledge and agree to be bound by these Official Rules, Sponsor’s privacy policy (available at <https://www.refinery29.com/en-us/privacy>), and any other relevant rules, policies or regulations.

c. All entries must be received during the Sweepstakes Period and must comply with these Official Rules. No other forms of entry are valid. Limit one (1) entry per person/per email address, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations or 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 email address, the authorized account holder of the email address used to

enter this Sweepstakes 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 for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

- d. If entering with a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges.
- e. Entries will not be acknowledged or returned. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.
- f. THE POTENTIAL WINNING ENTRANT IS SUBJECT TO VERIFICATION BY SPONSOR AND ITS AGENTS, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. ONLY THE WINNER RANDOMLY SELECTED BY SPONSOR AND ITS AGENTS MAY RECEIVE THE PRIZE.

**4. REQUIREMENTS OF ENTRIES.** By entering the Sweepstakes, each entrant warrants and represents that: (a) entrant’s entry does not contain any material or elements that are not owned by the entrant, or which are subject to the rights of third parties; (b) entrant’s entry is not a duplicate of any other submitted entries; (c) entrant’s entry will not violate any law, rule or regulation or infringe on any rights of any third parties; and (d), the entry complies with Sponsor’s Terms of Use (available at <https://www.refinery29.com/en-us/terms-and-conditions>). By submitting an entry, entrant agrees that Sponsor, in its sole discretion, may remove any entry and disqualify an entrant from the Sweepstakes if it believes, in its sole discretion, that the entrant’s entry fails to conform to the foregoing or these Official Rules.

By entering the Sweepstakes, entrant agrees that Sponsor’s decisions are final and binding in all matters relating to this Sweepstakes, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

By submitting an entry, entrant hereby grants permission for the entry to be posted on [www.refinery29.com](http://www.refinery29.com) and other Sponsor-affiliated websites, applications, and/or social media platforms (as well as those of Prize Provider). Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of entries by third parties. Released Parties do not guarantee the posting of any entry.

**5. PRIZE SELECTION/ODDS.** The winning entry for the prize will be chosen in a random drawing from all eligible entries during the Sweepstakes Period on or about December 23, 2020. Odds of winning depend on the number of eligible entries received for the drawing. Subject to verification of eligibility and compliance with these Official Rules, the entrant that entered the winning entry chosen, as determined by the Sponsor, will be deemed the potential prize winner.

**6. WINNER NOTIFICATION.** On or about December 23, 2020, the potential Sweepstakes winner will be notified. If an email address has been provided by a potential winner, that potential winner will be notified via email at the email address provided by such potential winner. If no email address has been provided by a potential winner, that potential winner will be notified by telephone at the telephone number provided by such potential winner in their mail-in entry. A potential winner must respond to Sponsor’s notification within forty-eight (48) hours after the date of notification. A potential winner’s failure to respond to the prize notification within the specified forty-eight (48) hour period will be considered such potential winner’s forfeiture of the prize and an alternate winner may be selected from the pool of eligible entries. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries. After initial contact has been made, subsequent communication may take place via email or telephone. A potential winner may be required to sign and return, where legal, an Affidavit/Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document within forty-eight (48) hours of receipt. If such document is not returned within the specified time period, or a prize or prize notification is returned as undeliverable, or a potential winner is not in compliance with these Official Rules, that potential winner’s prize will be forfeited, and an alternate winner may be selected. Upon prize forfeiture, no compensation will be given. In the event of a dispute as to the identity of any potential winner, Sponsor reserves the right in its sole discretion to select another winner and the unidentifiable potential winner will forfeit all rights to a prize.

Sponsor is not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant’s email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or his/her prize information.

**7. PRIZE.** One (1) winner will receive the following prize (“Prize”): one (1) gift card to CuddlDuds.com in an amount of One Thousand Dollars (\$1,000.00 USD).

Prize is subject to applicable terms and conditions. The Approximate Retail Value (“ARV”) of the Prize is \$1,000.00 USD. Prize is non-transferable. No substitutions or cash redemptions, unless otherwise agreed by Sponsor in writing. In the case of unavailability of the Prize, Sponsor reserves the right to substitute the Prize with a prize of equal or greater value. All unspecified expenses are the responsibility of winner. Limit one (1) prize per person or household.

The prize is awarded “as is” with no warranty or guarantee, either express or implied. The winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. Where applicable, taxes may be withheld by Sponsor and Sponsor shall have no obligation to adjust the prize or otherwise compensate the winner for any taxes withheld. The winner agrees to furnish Sponsor with and/or execute any additional document requested by Sponsor in connection with the awarding of the prize.

**8. GENERAL CONDITIONS.** By participating, each entrant agrees to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes. By participating, each entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior consent of the Sponsor, which it may withhold in its sole discretion.

**9. LIMITATION OF LIABILITY & RELEASE.** Sponsor, Prize Provider and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, shareholders, officers and directors (collectively the “Released Parties”) are not responsible for lost, late, misdirected, unintelligible, returned or undelivered entries, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes, or act in violation of these Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Sponsor’s terms of service, as solely determined by Sponsor, will be disqualified. Released Parties are not responsible for any incorrect or inaccurate information whether caused by users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. Released Parties are not responsible for injury or damage to entrants or any other person’s computer or property related to or resulting from participating in this Sweepstakes. Should any portion of this Sweepstakes be, in the Sponsor’s sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and determine the winner from valid, non-suspect entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

Entrants agree that (a) the Released Parties will have no liability whatsoever for, and are released and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, to persons (including death), or property, or rights of publicity or privacy, defamation, copyright infringement or portrayal in a false light resulting, in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Sweepstakes or in any Sweepstakes-related activity; and (b) the winner, by acceptance of any prize, except where legally prohibited, grants permission to Sponsor and/or Prize Provider (and agrees to confirm such agreement in writing upon request) and those acting pursuant to their authority to use the winner’s provided name, biography, voice and/or likeness and prize information, and/or entry (and assign the entry, which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) for advertising, trade and Sweepstakes purposes without further compensation, at any times or time, in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval.

**10. MISCELLANEOUS.** Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR’S WEBSITES OR APPLICATIONS OR UNDERMINE THE LEGITIMATE**

OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**11. ARBITRATION/GOVERNING LAW.** Except where prohibited by law, as a condition of participating in this promotion, entrant agrees that (a) any and all disputes and causes of action arising out of or connected with this promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held in the State of New York, city of New York; (b) the federal arbitration act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this promotion), and entrant further waives all rights to have damages multiplied or increased.

These Official Rules and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law rules. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the county of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

**12. USE OF DATA.** Sponsor will be collecting personal data about entrants, in accordance with its privacy policy. Please review Sponsor's privacy policy (available at <https://www.refinery29.com/en-us/privacy>). By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. If you are verified as the prize winner, your first name, last initial, city and state may be included in a publicly-available winner's list.

**13. REQUEST FOR WINNER.** For the name of the winner, available after January 8, 2021, send a self-addressed, stamped, envelope to: Refinery29, Attention: Cuddl Duds Sweepstakes Entry, 225 Broadway, 23rd Floor, New York, NY 10007. Vermont residents may omit return postage.

**14. Sponsor.** Refinery 29 Inc., 225 Broadway, 23rd Floor, New York, NY 10007.