

## September 1st "@imrhondapaul giveaway" Terms and Conditions

**DATES:** The "@imrhondapaul giveaway" (the "Sweepstakes") begins on September 1st 2020 at 3:00 PM PST and ends on September 4th 2020 at 8:00 PM PST ("Sweepstakes Period"). Instagram's date and time stamp will be the "official computer" and official time keeping device for this Sweepstakes.

**ELIGIBILITY:** The Sweepstakes is open to worldwide to all Instagram users on the platform. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in the same household, whether related or not) of Tombolo, Inc (the "Sponsor") and each of its respective parent companies, divisions, affiliates, subsidiaries, distributors, advertising and agencies, and any others engaged in the development, production, execution or distribution of this Sweepstakes, are not eligible to participate. By entering this Sweepstakes, Entrants indicate their full and unconditional agreement to, and acceptance of, these Terms and Conditions and the decisions of the Sponsor and/or Independent Administrator, which are final and binding in all respects. Winning the Grand Prize (defined in the "PRIZE" section below) is contingent upon fulfilling all requirements set forth herein.

No purchase necessary to enter or win. a purchase or payment of any kind will not increase your chances of winning.

**HOW TO ENTER:** There are three (3) ways to receive entries into the Sweepstakes; (a) the main entry ("Main Entry"), (b) the email entry ("Email Entry"), and (c) the tag entry ("Tag Entry"). All Entrants must first obtain a Main Entry into the Sweepstakes prior to receiving other Entries.

**A. Main Entry:** In order to enter the Sweepstakes, Entrant must be a registered Instagram™ user. To become a registered user, visit [www.instagram.com](http://www.instagram.com) and follow the instructions prior to entering this Sweepstakes. To enter, visit @imrhondapaul on Instagram and locate the Sweepstakes post (the "Post"). Then, complete the following steps to receive one (1) initial entry into the Sweepstakes:

1. Follow all of the Instagram accounts that @tombolo.io is following.
2. "Like" the Post on the @imrhondapaul page, or the @tombolo.io page

There will only be one (1) eligible Post made by Sponsor in which the Entrant must complete the steps above to receive one (1) Main Entry. Entrant's Instagram profile setting must be "public" in order to be viewable by the Sponsor. If the Entrant's account is not set to "public", the Sponsor may not view the entry and the Entrant may not be eligible to win. Entrant may not use multiple Instagram accounts to enter.

**B. Email Entry:** In order to obtain the Email Entry, Entrant must first complete the steps above for the Initial Entry. To obtain an Email Entry, Entrant must visit the link found in the bio of the @tombolo.io Instagram profile and follow the link to the bonus entry page ("Email Alerts Page"). Once at the Email Entry Page, Entrant must complete and submit his/her first name and email address. Upon clicking the "Submit" button, Entrant will receive one (1) Bonus Entry into the Sweepstakes.

**C. Tag Entry:** In order to obtain the Tag Entry, Entrant locate the Post and tag another Instagram user via the comment feature.

Entrant may submit unlimited Main Entries, unlimited Tag Entries and (1) Bonus Entry. In the event of a dispute regarding the identity of the person who submitted an entry, the entry will be deemed submitted by the Authorized

Account Holder (defined below) of the e-mail address connected with the Instagram account from which the entry was sent. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service 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 e-mail address. An Entrant may be requested to provide Sponsor with proof that the Entrant is the Authorized Account Holder of the email address associated with the entry. Any attempt by any Entrant to enter this Sweepstakes using multiple/different accounts or any other methods may void the Entrant's entry and may result in disqualification, at the sole discretion of Sponsor. Use of any automated system to participate in the Sweepstakes is prohibited and may result in disqualification.

*This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram nor Apple. You understand that you are supplying your information to the Sponsor and not to Instagram.*

**ADDITIONAL CONDITIONS:** Entrant's entry cannot infringe on the intellectual property, privacy, or publicity rights or any other legal or moral rights of any third party. Post Comment must be in English and must NOT include the brand name or the trademark of any other, except for Sponsor. Entries not meeting the requirements as set forth in these Terms and Conditions or entries that contain prohibited, inappropriate, or irrelevant content, as determined by Sponsor and/or Independent Administrator in their sole discretion, will not be eligible and will be disqualified. Any entry suspected by Sponsor and/or Independent Administrator of violating the proprietary rights of any third party (including but not limited to intellectual property rights and rights of privacy/publicity), or any local, state or federal law(s) will be disqualified, at Sponsor's sole discretion.

The Sweepstakes Entities are not responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruptions, deletions, defects, delays in operation or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunication malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, technical malfunctions, or otherwise.

By participating, Entrant agrees that their entry may be shared on social media sites or other websites by the Sponsor .By submitting an entry, Entrant grants Sponsor and its affiliated companies worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unconditional, and fully paid-up rights to publicly perform, display, broadcast, or transmit the entry, in whole or in part, for promotion and marketing purposes worldwide in any and all forms of media, whether now known or hereafter devised, and to distribute (directly or indirectly through multiple tiers) the entry to Sponsor's affiliates, its marketing agencies, and to third parties for these purposes. Without limiting the foregoing, each Entrant consents to have the Entrant's entry made available for public viewing and/or comment on the Internet.

Each Entrant further agrees and warrants that he/she shall not submit any entry that is known by the Entrant (a) to be false, inaccurate, or misleading; (b) that infringes on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); and (d) that is or may reasonably be considered defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation.

Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entrant whose Instagram account that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Sweepstakes or any other person or entity, does not comply with these Terms and Conditions, or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein.

**NON-QUALIFYING ENTRIES:** Entries (a) containing general obscene, lewd, crude, vulgar, profane, defamatory or inappropriate text, including acts of violence or acts that appear to cause harm, and/or (b) containing other offensive content and/or any content expressing explicit, graphic or excessive indecent content that is or could be considered inappropriate, unsuitable, or offensive, and/or (c) containing and displaying third-party brands prominently and intentionally, or any materials that violate or infringe (or may infringe) any copyright (including, without limitation, music or artistic work), trademark, logo, or other mark that identifies a brand, entity or other proprietary right of any person living or deceased, including but not limited to rights of privacy or publicity or portrayal in a false light, and/or (d) otherwise violate these Terms and Conditions, as determined by Sponsor, in its sole discretion, shall be disqualified from

the Sweepstakes. Sponsor reserves the right to disqualify an entry with offensive content or material that it feels is inappropriate in any way. Late entries or entries sent via any other method than those stated above will not be accepted.

**PRIZE:** On or about September 7th, 2020, one (1) grand prize winner (the "Grand Prize Winner") will be selected from among all eligible entries received during the Sweepstakes Period. The random drawing will be conducted by the Independent Administrator whose decisions are based upon his/ her sole discretion and interpretation of these Terms and Conditions, and are final and binding in all respects. Odds of being selected as the Grand Prize Winner are dependent upon the total number of entries received during the Sweepstakes Period.

**GRAND PRIZE:** One (1) grand prize consisting of one (1) Apple MacBook Air, Apple iPhone 11, Apple iPad, Apple HomePod, Apple Watch, and Apple Air Pods Pro will be awarded to the Prize Winner (the "Grand Prize").

**There is a limit of one (1) prize to be awarded for the entire Sweepstakes.** No transfer or substitution of the Grand Prize is permitted, except at Sponsor's sole discretion or as otherwise provided herein. Grand Prize Winner is solely responsible for all federal, state and local taxes. No more than the one (1) Grand Prize set forth in these Terms and Conditions will be awarded. Except as otherwise set forth herein, Grand Prize will be awarded.

**NOTIFICATION/GRAND PRIZE CLAIM:** Grand Prize Winner will be notified by the Sponsor by direct message via the Grand Prize Winner's Instagram account on or about September 7th 2020 (the "Notification"). The Notification will request that the Grand Prize Winner respond with the following information: first name, last name, street address, city, state, zip code, phone number, birth date and email address (the "Required Information") within three (3) business days of receipt of the Notification. It is highly recommended that Entrant's confirm their account settings are set to "public". Upon receipt of the Required Information, the Grand Prize Winner will then be contacted by the Independent Administrator via email to complete, except where prohibited, an Affidavit of Eligibility/Liability/Publicity Release and an IRS W-9 Form (the "Winner Documents") in order to claim the Grand Prize. Winner Documents must be completed and returned by the date and time indicated in the email.

**Content Requirement:** Grand Prize Winner will be required, except where prohibited, to record content of accepting the Grand Prize in order to post on social media. In the event the Grand Prize Winner does not fulfill this requirement, he/she will forfeit his/her right to the Grand Prize and an alternate Grand Prize Winner will be selected from the remaining non-winning eligible entries received during the Sweepstakes Period.

In the event that: (a) the Grand Prize Winner fails to respond to the Notification; (b) the Grand Prize Winner fails to respond due to deactivation of the Grand Prize Winner's Instagram account prior to receipt of the Notification; (c) Grand Prize Winner fails to supply all the Required Information or the Winner Documents; (e) any Notification is returned as undeliverable; and/or (f) it is determined by the Sponsor, in their sole discretion, that the Grand Prize Winner is not eligible in accordance with these Terms and Conditions, such Grand Prize Winner will be disqualified and an alternate Grand Prize Winner will be selected from the remaining non-winning eligible entries received during the Sweepstakes Period. Grand Prize Winner consents to use his/her name, address (city + state), voice, biographical information, and /or likeness for purposes of advertising, promotion and publicity, for this Sweepstakes only, without further compensation, unless prohibited by law.

The value associated with the Grand Prize is taxable as income and the Grand Prize Winner is solely responsible for any taxes, including, but not limited to, all applicable federal, state and local taxes that become due with respect to the value of the Grand Prize. The Sponsor, or a third party acting on its behalf, may be required to report the value of the Grand Prize to the Internal Revenue Service in the year the Grand Prize is received by the Grand Prize Winner; and, in such case, the value of the Grand Prize will be reported to the Grand Prize Winner and the Internal Revenue Service in the form of a Form 1099 and/or other applicable tax forms.

**GENERAL RULES OF PARTICIPATION:** By participating in this Sweepstakes, Entrants and Grand Prize Winner [a] release each and all of the Sweepstakes Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of the Grand Prize awarded, including, without limitation, liability for personal injury, death or property damage; and [b] agree to be bound by these Terms and Conditions and the decisions of the Sponsor/Independent

Administrator, which are final in all respects and not subject to appeal. Sponsor reserves the right permanently to disqualify from this Sweepstakes any Entrant or Grand Prize Winner it believes has violated these Terms and Conditions. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning the Grand Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and selected a Grand Prize Winner based on the entries received up to the cancellation, modification, termination, or suspension date. Notification of such action will be provided on the Post. To the fullest extent permitted by law, Entrants covenant not to sue any Sweepstakes Entity or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind any releases. A waiver by one or more of the Sweepstakes Entities of any term in these Terms and Conditions does not constitute a waiver of any other provision. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR**

**RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE TERMS AND CONDITIONS SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

**NO LIABILITY:** By participating, Entrants and Grand Prize Winner agree to release, discharge, indemnify and hold harmless the Sponsor, Instagram, and the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents from and against any claims made by the Grand Prize Winner, Entrants, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or 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 receipt, acceptance, possession, misuse or use of the Grand Prize; participation in any Sweepstakes-related activity; or participation in this Sweepstakes.

**Brand(s):** The "brand" is the account(s) on instagram that have paid for the sponsor's sweepstakes services.

Agreement to official rules: by participating, brand fully and unconditionally agrees to abide by, comply with, and be bound by these official rules and the decisions of the sponsor, including the interpretation of these official rules, which are final and binding in all matters relating to the sweepstakes.

Representations and Warranties; Indemnity. brand represents and warrants that (i) brand has the full right and authority to enter into this Agreement, to grant the rights herein granted, and to perform its obligations hereunder; (ii) brand shall comply with all laws, regulations, and Instagram rules in connection with the brand Services, including, without limitation, the FTC and (ii) any products given to sponsor for inclusion in the Deliverables and/or sweepstakes, if any, are safe and merchantable for its intended purpose. While the intent hereof is for brand to gain Instagram followers, sponsor makes a guarantee of 10,000 followers and, brand does gain followers, makes no representation or warranty regarding the retention of the followers, as the Parties acknowledge that social media user retention is largely based on content and sponsor makes no representation or warranty that brand's content will retain said followers post sweepstakes Period. Accordingly, it will solely be brand's obligation to retain the followers. Each Party shall indemnify the other against any third-party liability, damages, costs and expenses (including reasonable outside attorneys' fees and costs) incurred by reason of any claim arising in connection with any uncured material breach of their respective covenants, representations, warranties or agreements herein. Any social media gain discussed by the parties is an estimate and not a guarantee. brand shall indemnify, defend, and hold harmless sponsor and their employees, agents, and representatives from and against any and all claims, suits, damages, liabilities, costs, and expenses (including reasonable outside attorneys' fees and court costs) arising out of or relating to the exploitation, production, manufacturing, and advertising of brand's products and/or services and/or any element thereof, including, without limitation, brand's social media accounts, any brand Materials and/or advertising material furnished by brand. sponsor shall have the right to approve any counsel retained to defend against any claim

in which sponsor or its affiliates are named as a defendant. Additionally, sponsor shall have the right to control and participate in the defense of any such claim concerning matters that relate to sponsor. brand will not settle any such claim without sponsor's prior written consent. This indemnification shall survive termination and/or expiration of this Agreement.

This Agreement will commence on the date of payment and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as the sweepstakes is active and/or sponsor is performing the services outlined herein.

Either Party may terminate this Agreement if the other Party breaches any material term of this Agreement and fails to cure such breach. Neither Party hereunder shall be deemed in breach hereof until the non-breaching party provides the breaching party with written notice of said breach and the breaching party fails to cure said breach within ten (10) days (two days in connection with any payments) of receiving such written notice; provided, sponsor shall be permitted to immediately terminate this Agreement at any time prior to receipt of the participation fee. Adequacy of cure shall be judged by the non-breaching party's reasonable business judgment.

Upon expiration or termination of this Agreement, brand will immediately cease using any/all deliverables other than as permitted under this Agreement.

Those terms that by their nature should survive expiration or termination of this Agreement shall survive, including, without limitation, each Party's respective obligations, ownership, and indemnification

Upon purchasing our services, you agree to these terms and will not file a fraudulent case with a payment processor.

**DISPUTES:** Entrants agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or the Grand Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, an Entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

**PRIVACY:** The collection of personal information provided in connection with this Sweepstakes will be used only for the notification in the event Entrant is a Grand Prize Winner.

**SPONSOR:** Tombolo, Inc 66 Cleary Ct, #702, San Francisco CA, 94109

*This Sweepstakes shall not be published without permission of the Sponsor.  
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