

WEST COAST CURE®  
GENERAL PROMOTIONS OFFICIAL RULES

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

From time to time, WCC Apparel, LLC (“WCC” or “Sponsor”) may conduct contests, sweepstakes and/or other promotions (individually and collectively, “Promotion”) via social media/networking platforms, including, but not limited to, Instagram, Facebook, Snapchat, Twitter, or TikTok (each, a “Social Media Platform”), or by e-mail or other calls-to-action. Unless governed by a different set of rules, in whole or in part, these terms and conditions shall serve as the official rules (these “Official Rules”) for any Promotion conducted by Sponsor. These Official Rules may be updated from time to time as deemed necessary by Sponsor in its sole discretion. Some Promotions may have specific rules developed for them (“Specific Promotion Rules”). In the event there is a conflict or inconsistency between these Official Rules and the applicable Specific Promotion Rules, the Specific Promotion Rules shall control.

Each individual Promotion will be announced and promoted via a Social Media Platform, or by e-mail or other calls-to-action, or by any other means as determined by Sponsor (each, a “Promotion Posting”). A Promotion Posting, along with any Specific Promotion Rules, will include how to enter, the entry deadline, limitations on number or manner of entries, method of determining the winner (for a contest), the prize(s)/value(s), the eligibility requirements and any other Promotion-related information deemed necessary by Sponsor. All information contained in a Promotion Posting and any applicable Specific Promotion Rules is incorporated herein by reference. By participating in any Promotion, entrants agree to be bound by these Official Rules, any applicable Specific Promotion Rules, and the terms of the Promotion Posting, and any decision of Sponsor, which are binding and final on all matters relating to a Promotion. All applicable federal, state and local laws and regulations apply.

**HOW TO ENTER:** To enter any Promotion, follow the directions provided in the Promotion Posting and any applicable Specific Promotion Rules. Entrants must complete all actions required and/or must include the information requested by Sponsor within the deadline specified in the Promotion Posting and any Specific Promotion Rules in order to be eligible. Incomplete entries will not be considered. Unless otherwise specified in the Promotion Posting or any applicable Specific Promotion Rules, you may only enter a specific Promotion once. Use of any robotic, automatic, programmed, or similar entry method, or entering more than the number of times permitted will void all entries and result in disqualification. You may not enter more times than indicated by using multiple e-mail addresses, Social Media Platform accounts, identities, or devices in an attempt to circumvent the rules.

If entry takes place on a Social Media Platform, your account must be set to “public”, and you must follow the applicable WCC or Promotion Party account for the duration of the entry period of that specific Promotion to be eligible. All entries submitted via any Social Media Platform must follow the community guidelines set forth by the applicable Social Media Platform.

**PROHIBITED CONTENT:** By submitting an entry, the entrant agrees that their entry complies with these Official Rules, any applicable Specific Promotion Rules, and the terms in any Promotion Posting, and that it does not contain a virus. The entrant further represents and warrants that they and any persons appearing or who are identifiable in the entry consent to the submission and use of the entry in the applicable Promotion and its use as otherwise set forth herein. As applicable, entries may not contain, as determined by Sponsor in its sole discretion, any content that:

- is pornographic, sexually explicit or suggestive, or contains profanity or nudity;

- is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, sexual orientation, professional or age group;
- promotes any activities that may appear unsafe or dangerous;
- is obscene or offensive, or endorses any form of hate or hate group or harassment;
- defames, misrepresents or contains disparaging remarks about other people or entities;
- contains trademarks, logos or trade dress owned by others, without permission, to the extent permission is necessary;
- contains copyrighted materials owned by others (including without limitation, music, videos, photographs, paintings, and other works of art or images published in or on websites, television, movies or other media) without permission, to the extent permission is necessary, and Sponsor reserves the right to require proof of permission in a form acceptable to Sponsor from any entrant at any time;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- communicates messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to associate;
- appears to duplicate any other submitted entries; and/or
- violates any applicable law.

**ELIGIBILITY:** Unless otherwise stated in the Promotion Posting or any applicable Specific Promotion Rules, each Promotion is open only to legal residents of the United States residing in one (1) of the fifty (50) United States who are 21 years of age or older at the time of entry. Persons who on or after the start date of the specific Promotion were or are employees of WCC Apparel, LLC, Shield Management Group, LLC, their parent company or their respective affiliates, subsidiaries, or employee staffing companies, or any of their advertising or promotion agencies (collectively with Sponsor, “Promotion Parties”), and members of their immediately family or persons living in the same household, are not eligible.

**EACH PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY DO NOT ENTER ANY PROMOTION UNLESS YOU ARE LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

**OWNERSHIP/USE OF ENTRIES:** By submitting an entry, each entrant agrees to grant to the Promotion Parties, their affiliates and their respective successors, assigns, designees and licensees a perpetual, irrevocable, assignable, royalty free, full paid license and right to exploit, edit, modify, post, disseminate, create derivative works of, distribute and otherwise use the entry and all elements of such entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, as well as entrant’s name, likeness, biographical information, and Social Media Platform account profile and photo for marketing purposes without further compensation or right of approval, unless prohibited by law.

**WINNER SELECTION:** Sponsor will be the official administrator for all Promotions. Entries from one Promotion will not be included in other Promotions. Unless otherwise specified in a Promotion Posting or any applicable Specific Promotion Rules, winner(s) will be selected within seven (7) days following the end of the applicable Promotion.

**For Sweepstakes:** Winner(s) will be selected in a random drawing conducted by Sponsor from among all eligible entries received prior to the specific drawing deadline. Odds of winning any specific drawing will depend on the number of eligible entries received for such drawing.

**For Contests:** A panel of one (1) or more qualified judges designated by Sponsor will judge each entry based on the originality, creativity, and relevant to the theme of the Promotion, unless other judging criteria are stated in the Promotion Posting or any applicable Specific Promotion Rules. The entrant(s) who

submitted the entry(ies) with the highest score(s) will be deemed the potential winner(s) for the contest at issue. In the event of a tie, an additional, “tie-breaking” judge designated by Sponsor will determine the potential winner(s) based on the same criteria used by the original judge or panel of judges, unless otherwise set forth in a Promotion Posting or any applicable Specific Promotion Rules. Sponsor reserves the right not to award any or all prizes in any contest if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries for that contest. Judging scores will not be revealed.

The decisions of Sponsor and any judges with respect to the winner(s) and other matters pertaining to any Promotion, including the interpretation of these Official Rules, any Specific Promotion Rules, or the terms in any Promotion Posting, shall be final and binding.

**WINNER NOTIFICATION AND CONDITIONS:** The potential winner(s) will be notified by telephone, e-mail or via direct message on the applicable Social Media Platform using the contact information provided in the entry. All potential winners will have seven (7) days from the date they are notified by Sponsor to confirm by responding by e-mail or direct message on the applicable Social Media Platform. Once confirmed by Sponsor, the winner will be asked to provide an address and e-mail for Sponsor to provide the winner with instructions on how to claim the prize, including completing and returning all required forms, all of which must be completely filled out, signed and returned within seven (7) days or such other date set by Sponsor. Failure to respond within the applicable time period or to timely complete and return the required forms will result in forfeiture of the prize and Sponsor shall have the option to award the prize to an alternate winner or to use the prize for any other purpose in Sponsor’s sole discretion. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive Social Media Platform account(s) or e-mail account(s), technical difficulties associated therewith, or a winner’s failure to adequately monitor any Social Media Platform accounts direct message or e-mail account. The return of any prize notification or prize as undeliverable may result in disqualification and Sponsor may use the prize for any other purpose. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winners. For any Prize with a sufficient value, the applicable Prize Winner will be issued a 1099 tax form for the actual value of the Prize. By entering a Promotion, each entrant accepts and agrees to these Official Rules, any applicable Specific Promotion Rules and the terms of the Promotion Posting, and to abide by the decisions of the Sponsor which shall be final and binding in all matters. The Sponsor has sole discretion to make all determinations regarding a Promotion, including without limitation selecting any judge(s) and interpreting and applying these Official Rules, any applicable Specific Promotion Rules and the terms of the Promotion Posting.

**PRIZES; WINNERS; APPROXIMATE RETAIL VALUES (“ARV”):** The number and approximate retail value (“ARV”) of the prize(s) awarded in any Promotion will vary and will be set forth in the Promotion Posting and/or any applicable Specific Promotion Rules. Only one prize per person and per household will be awarded. If any Promotion includes multiple drawings for a prize, and if the winner of one drawing is initially selected as the winner of a subsequent drawing, that person will be disqualified from winning the subsequent drawing and another person will be randomly selected as the winner. Prizes cannot be transferred, redeemed for cash or substituted by the winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in the Promotion Posting or any applicable Specific Promotion Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor’s good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PRIZES ARE AWARDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).**

**LIMITATION OF LIABILITY:** By entering a Promotion, entrants waive all right to, and hold each of the Promotion Parties harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in the applicable Promotion or the acceptance, use, or misuse of any prize. None of the Promotion Parties will be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, software, or platform malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender, Social Media Platform, or by any of the equipment or programming associated with or used in the applicable Promotion; by any human error which may occur in the processing of the entries in the Promotion; or any typographical, technological, or other error in the publishing of the offer, administration of the Promotion, or announcement of the prizes. If, in Sponsor's sole opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the Promotion, or if technical difficulties (including viruses and bugs) compromise the integrity of the Promotion, Sponsor reserves the right, in its sole discretion, to cancel or modify the Promotion in a manner deemed appropriate by Sponsor. In the event of termination of a specific Promotion, winners will be selected from among all eligible entries received for that Promotion as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, Sponsor will determine the winner at its sole discretion.

**PRIVACY; USE OF INFORMATION:** In connection with the entry process for Promotions, Sponsor will be collecting personal data about entrants. Any personal information supplied by entrants will be subject to the privacy policy of West Coast Cure® posted on its website <https://wcc.com/privacy-policy/>. By entering, each entrant authorizes each Promotion Party to contact entrant about CURE products and the promotion and sale thereof. To opt-out of receiving these promotional offers, please refer to our [Privacy Policy](#).

**CHOICE OF LAW AND FORUM:** Each entrant agrees that all matters arising out of or relating to any Promotion, these Official Rules, any Specific Promotion Rules, and the terms of any Promotion Posting are governed by, and construed in accordance with, the laws of the State of California, without giving effect to any of its conflict of laws provisions thereof. Each entrant and Sponsor further agree that any legal suit, action, or proceeding arising out of or relating to any Promotion, these Official Rules, any Specific Promotion Rules and the terms of any Promotion Posting shall be resolved individually, without any class actions or any claims brought as a plaintiff or class member in any class or representative proceeding, and shall be brought exclusively in the applicable federal or state courts located in Orange County, California.

**WINNERS LIST:** For the names of all prize winners, available within ten (10) days of the date winners are determined, send an e-mail requesting the names to [customerservice@wcc.com](mailto:customerservice@wcc.com).

Sponsor reserves the right to modify these Official Rules, any Specific Promotion Rules, or the terms in any Promotion Posting in any way and at any time. If Sponsor makes material changes to these Official Rules, any Specific Promotion Rules, or the terms in any Promotion Posting, we will provide entrants with reasonable notice.

A Promotion may be advertised on Facebook, Instagram, Snapchat, Twitter and/or TikTok but is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Instagram, Snapchat, Twitter and/or TikTok.

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