## WEST COAST CURE® COACHELLA CONSUMER SWEEPSTAKES 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.

HOW TO ENTER: Beginning on March 31, 2023, at 8:00 a.m. Pacific time and ending April 5, 2023, at 11:59 p.m. Pacific time, complete the following:

- 1. Follow @westcoastcure & @jcures on Instagram; and
- 2. Tag a friend that follows @westcoastcure & @jcures in the comment section of the sweepstakes post on @westcoatscure Instagram account.

All of the above must be completed by the deadline. Incomplete entries will not be considered. You may only enter 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.

ELIGIBILITY: Open only to legal residents of the United States (excluding Rhode Island) who are 21 years of age or older at the time of entry. Persons who on or after March 31, 2023, were or are employees of WCC Apparel, LLC ("Sponsor"), Shield Management Group, LLC, their parent company or their respective affiliates, subsidiaries, 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.

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN UNITED STATES (EXCLUDING RHODE ISLAND) ONLY. DO NOT ENTER THIS SWEEPSTAKES UNLESS YOU ARE LOCATED IN UNITED STATES (EXCLUDING RHODE ISLAND) AT THE TIME OF ENTRY.

DRAWING: A random drawing will be conducted by Sponsor on or about April 6, 2023. Odds of winning depend on the number of eligible entries received.

WINNER NOTIFICATION AND CONDITIONS: The potential winner will be notified via direct message on Instagram. The potential winner will have twenty-four (24) hours from the date they are notified by Sponsor to confirm by responding to the direct message. Once confirmed by Sponsor, the winner will be provided with instructions via e-mail 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 twenty-four (24) 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(s) 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 platforms or e-mail account(s), technical difficulties associated therewith, or a winner's failure to adequately monitor any social media platform 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 winner. 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 this sweepstakes, each entrant accepts and agrees to these Official Rules 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 the

sweepstakes, including without limitation interpreting and applying these Official Rules. Acceptance of a prize also constitutes permission to each of the Promotion Parties to use each winner's name and likeness and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law.

## PRIZES; WINNER; APPROXIMATE RETAIL VALUES ("ARV"):

Prize: One (1) winner will receive two (2) general admission tickets to the first weekend of the 2023 Coachella Valley Music and Arts Festival event in Indio, California on Friday, April 14, 2023, through Sunday, April 16, 2023. **Travel, accommodation, or any other costs are not included.** 

Total ARV is \$1,198.

Prize Winner will be randomly chosen from qualified entries. Entry times will be determined based on time stamp of comment on Instagram. Prize 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 these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. If the event is canceled or postponed for any reason, no compensation or substitution will be provided. **Travel, accommodation, or any other costs associated with prize acceptance and use are not included as part of the prize and are the sole responsibility of the winner.** 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.

LIMITATION OF LIABILITY: By entering this sweepstakes, 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 this sweepstakes 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 this sweepstakes; by any human error which may occur in the processing of the entries in this sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the sweepstakes, 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 sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel or modify the sweepstakes in a manner deemed appropriate by Sponsor. In the event of termination, winner will be selected from among all eligible entries received 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: Any personal information supplied by entrants will be subject to the privacy policy of West Coast Cure® posted on its website <a href="https://wcc.com/privacy-policy/">https://wcc.com/privacy-policy/</a>. By entering, each entrant authorizes each Sponsor 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 <a href="https://wcc.com/privacy-policy/">Privacy-policy/</a>.

CHOICE OF LAW AND FORUM: Each entrant agrees that all matters arising out of or relating to this sweepstakes and these Official Rules 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 this sweepstakes or these Official Rules 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 <a href="mailto:customerservice@wcc.com">customerservice@wcc.com</a>.

This sweepstakes 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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