

Born Primitive Spring Refresh Giveaway 2024

Born Primitive, LLC's Spring Refresh Giveaway consists of five grand prize winners totaling \$300 Born Primitive gift cards each.

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE 50 US STATES AND THE DISTRICT OF COLUMBIA ("D.C.") AND WILL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. DO NOT PROCEED IN THIS SWEEPSTAKES SITE UNLESS YOU ARE A LEGAL RESIDENT OF, AND LOCATED IN, A U.S. STATE OR D.C.

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. INTERNET ACCESS REQUIRED.

Eligibility: Sweepstakes (or "Promotion") is open only to legal residents of the United States and District of Columbia who are 18 years of age or older at the time of entry. Employees of Born Primitive, LLC ("Sponsor") and each of their respective subsidiaries, affiliated companies, distributors, dealers, licensees, wholesalers, advertising and promotion agencies, and their officers, directors and respective immediate family members (spouse, parents, siblings, children) or household members (whether or not related) are ineligible. By participating, entrant agrees to these Official Rules and the decisions of the Sponsor, which are final and binding in all respects. This Promotion is void where prohibited.

Promotion Period: The Promotion begins at 9:00 a.m. Eastern Time ("ET") on Friday, April 12, 2024, and ends on Thursday, April 18, 2024, at 11:59 p.m. ET.

To Enter: Make a purchase of \$150+ to be entered to win on www.bornprimitive.com (the "Website") or social entry method only which is like, comment and tag a friend.

Promotion Winner: Five (5) grand prize winners will be selected in a random drawing from among all eligible entries received during the promotion period. Following the end of the Promotion (and no later than April 21, 2024), the Sponsor will select five (5) grand prize winners in a random drawing. The winner has ten (10) days to respond to the Sponsor's initial communications. Otherwise, the Sponsor will choose a new winner if the initial selected winner has not responded after the allotted time. All decisions made by the Sponsor are final and binding. The grand prize winners will be required to provide Sponsor with satisfactory proof of age and residency prior to shipment of the grand prize.

Odds of Winning: Odds of winning are solely dependent upon the total number of eligible entries received for applicable drawing.

Promotion Prizes: Sponsor will award five (5) grand prize, consisting of the following items and having the approximate retail value ("ARV") listed:

- One (1) Born Primitive Gift Card¹ (ARV \$300)

Actual prize may differ from item as depicted in Promotion advertising, and Sponsor disclaims any liability in conjunction therewith. Sponsor reserves the right to substitute Prize of greater or equal value in the event the prize is unavailable for any reason. Prizes cannot be substituted for cash. Void where prohibited. Total ARV of Grand Prize is \$300.

CAUTION: FOR CERTAIN PRIZES, IT IS THE WINNER'S SOLE RESPONSIBILITY TO ASCERTAIN WHETHER HE/SHE CAN USE PRIZE IN ACCORDANCE WITH THE LAWS OF HIS/HER LOCAL JURISDICTION. IF WINNER DETERMINES THAT LOCAL LAW PROHIBITS HIM/HER FROM USING PRIZE (AND SPONSOR CONFIRMS SUCH DETERMINATION), SPONSOR'S LIABILITY SHALL BE LIMITED TO REPLACEMENT OF THAT PRIZE WITH ANOTHER PRIZE OF SPONSOR'S SOLE CHOOSING WHICH IS OF COMPARABLE VALUE AS THE PROHIBITED PRIZE. IN ADDITION, WINNER WILL BE SOLELY RESPONSIBLE FOR THE COST OF OBTAINING ANY LEGALLY REQUIRED LICENSES IN CONJUNCTION WITH OWNERSHIP OF PRIZE. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

Any additional costs and expenses not expressly stated are the sole responsibility of the winner, including all federal, state and local taxes and duties, if any, on prize. Prizes are non-transferable and no substitutions or cash redemptions will be made, except in case of the unavailability of any prize, in which case Sponsor reserves the right to award a prize of comparable value. If a potential winner cannot accept the prize as stated (except due to legal restrictions, as set forth above), the respective prize will be forfeited in its entirety and awarded to an alternate winner.

Disclaimer: By entering, participants agree that Sponsor, the Promotion Affiliates, and their respective parents, affiliates, subsidiaries, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, licensees and agents, as well as Instagram, Facebook and Twitter (individually and collectively "Releasees") are indemnified, released and will be held harmless by participants from any and all liability for any damages, injuries or losses of any kind (whether due to negligence or otherwise), including death, personal injury, property damage, or violation of any codes, rules, regulations or statutes due in whole or in part to acceptance, possession, misuse or use of any prize, all losses, damages, rights, claims and actions of any kind (including attorneys' fees) arising directly or indirectly from his/her participation in this Promotion or any Promotion-related activity. Releasees expressly disclaim and participants hereby release Releasees from any responsibility or liability for injury or loss to any person or property relating to delivery or use of the prize awarded. SPONSOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND OTHER THAN THE LIMITED WRITTEN WARRANTY ACCOMPANYING A GIVEN PRIZE (IF ANY) AND SUCH LIMITED WRITTEN WARRANTY IS EXPRESSLY LIMITED TO ITS TERMS (IF APPLICABLE).

Privacy Policies and Data Collections: Information provided by you for this Giveaway on the entry form, including a receipt, is subject to the Sponsor's privacy policy: <https://bornprimitive.com/pages/privacy-policy>. By entering this Giveaway, each entrant agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the Entry Form to administer and fulfill this Giveaway.

General Terms and Conditions: By entering and accepting prize, the winner agrees to grant (and agrees to confirm such grant in writing promptly upon request except where prohibited by law) to Sponsor and Promotional Affiliates and those acting under their authority the right to the use his/her name,

photograph, likeness, voice, image, statements and biographical information at any time or times, in perpetuity, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide and on the World Wide Web and Internet, without review, notification, approval or additional compensation.

By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, will be governed by, and construed in accordance with, the laws of the State of Virginia, without giving effect to any choice of law or conflict of law rules. Participants agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal and/or state courts in Virginia Beach, Virginia; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental, and consequential damage, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. To accept and receive the prize, the potential winner must: a) provide personal and contact information to Sponsor, including proof of age, full name, and address; b) if required by the IRS, complete and return a W-9; and c) execute any other documents specified by Sponsor, in its sole discretion, by the deadlines specified.

Limitations of Liability: Releasees are not responsible for lost, late, stolen, illegible, destroyed, incomplete, inaccurate, misdirected, or non-delivered entries; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or computer virus or other damage caused to entrant's computer by accessing Promotion Website, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Releasees are not responsible for any incorrect or inaccurate information, whether caused by Website users, or by any equipment or programming associated with or utilized in this Promotion and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or operation of the Promotion or Website, to be acting in violation of the terms of the Website or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Releasees are not responsible for injury or damage to participants' or any other person's computer related to or resulting from participating in this Promotion or downloading or copying materials from or use of the Promotion Website. If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to suspend the Promotion, notification of which will be provided on Website, and select the winner(s) for drawing from eligible entries received prior to suspension, or as otherwise deemed fair and equitable by Sponsor. All properly claimed prizes will be awarded, provided a sufficient number of eligible entries are received, but in no event will Sponsor award more prizes than are provided for in these Official Rules. Any attempt to deliberately damage any website or undermine the legitimate operation of the Promotion is unlawful and subject to legal action by Sponsor or its agents.

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Sponsor: Born Primitive, LLC, 1632 Virginia Beach Blvd, Virginia Beach, VA 23454.