# FASHIONGO Community Facebook Group Post + Comment Sweepstake Official Rules

- 1. FASHIONGO Community Facebook Group Post + Comment Sweepstake ("Sweepstake") will start on October 7, 2024 at 11:00am PDT and end on October 13, 2024 at 11:59pm PDT.
- 2. Each entrant who meets eligibility requirements will be provided one entry maximum per person (collectively, an "Entry Requirement") with each entry eligible to win one prize only. Entrants must complete the Entry Requirement in its entirety in order to receive one (1) entry.
- 3. All eligible entries will be collected and grouped together for a random selection via online generator of ten (10) winners. Winners will be selected at random on October 15, 2024 at approximately 2:00pm PDT at Sponsor's office. Once a winner is selected, they are no longer eligible for any further winnings as each entrant is allowed one (1) entry maximum, and if further disqualified from a second Prize.
- 4. FASHIONGO will announce that winners have been selected through a post in the FASHIONGO Community Facebook group ("FB Group") on October 17, 2024 at approximately 2:00pm PDT. Entrants must check their Facebook Messenger (or email for mail in entries) for a notification regarding their individual win, as winners will be directly contacted by FASHIONGO via Facebook Messenger for the email address used to register their FASHIONGO buyer account. Once confirmed, FASHIONGO will send a promo code offering a \$100 discount for a \$200 minimum order placed on <a href="www.fashiongo.net">www.fashiongo.net</a> ("Promo Code") to each verified winner directly via Facebook Messenger, unless otherwise agreed upon in writing by Sponsor and winner, which will be sent out no later than October 22, 2024 at 11:59pm PDT. It is winner's sole responsibility to provide correct email address to Sponsor.
- 5. Total value of all ten (10) prizes is valued at \$1000. There will be ten (10) winners selected. Each of the ten winners will receive one (1) Promo Code (each a "Prize" and collectively "Prizes"). If there are fewer than 10 entries for the Sweepstake, all entries that meet eligibility requirements will win one Prize, and the remaining Prizes, if any, will not be disbursed.
- 6. List of winners will be provided upon written request to Sponsor, at sponsors address as stated below.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. ALL TERMS AND CONDITIONS BELOW APPLY TO SWEEPSTAKES.

#### 1. Eligibility

To be eligible to enter and win a Prize, entrants must meet either of the eligibility requirements below:

- a. Must be a legal resident of the fifty (50) United States or the District of Columbia, who is at least eighteen (18) years of age or the required age, whichever is older in the entrant's state at the time of entry; and
- b. Must have registered as a buyer with FASHIONGO before October 13, 2024 and be verified and approved as a FASHIONGO buyer with an active account in good standing at the time winners are selected; and
- c. Must be an accepted member of Sponsor's FB Group; and
- d. Must have successfully completed the Entry Requirement, by providing a response in the comments, providing a valid answer to FASHIONGO's post, and submit within the Sweepstake Period

- a. Must be a legal resident of the fifty (50) United States or the District of Columbia, who is at least eighteen (18) years of age or the required age, whichever is older in the entrant's state at the time of entry; and
- b. Complete the Alternative Method on How to Enter in compliance with section 5 below.

#### 2. Sponsor

The Sweepstake is sponsored by NHN Global, Inc. dba FASHIONGO ("Sponsor" or "FASHIONGO"), located at 2250 Maple Avenue, Los Angeles, CA 90011.

## 3. Agreement to Official Rules

Entrance in the Sweepstake constitutes entrant's full and unconditional agreement to and acceptance of these official rules, which are final and binding. Winning a Prize is contingent upon being compliant with these official rules, eligibility requirements, and fulfilling all other requirements set forth herein.

#### 4. Sweepstake Period

The Sweepstake begins on October 7, 2024 at 11:00am PDT and ends on October 13, 2024 at 11:59pm PDT (the "Sweepstake Period"). Any completed Entry Requirement that is submitted before or after the Sweepstake Period will not be considered eligible for the Sweepstake.

#### 5. Alternative Method on How to Enter

To enter the Sweepstake without fulfilling eligibility requirements or completing the Entry Requirement, an entrant may earn an entry by hand printing their complete name, address, city, state, zip code, birthday, and email address on an 8.5" x 11" sheet of paper ("Mail-In Entry"). The Mail-In Entry should be inserted it into an envelope with sufficient postage and mailed to: "FASHIONGO Community Facebook Group Post + Comment Sweepstakes," ATTN: FASHIONGO Marketing Team, 2250 Maple Avenue, Los Angeles, CA 90011. All Mail-In Entries must be postmarked and received during the Sweepstake Period. Sponsor is not liable for any lost, late, illegible, mutilated, postage-due, misdirected entries, or entries not received in time for random selection. Limit one (1) entry per person. All entries become the property of Sponsor, and will not be returned or acknowledged. Entries will be deemed void if they are in whole or in part incomplete, illegible, irregular, altered, counterfeit, produced in error, or obtained through fraud or theft.

## 6. Sweepstake Winners & Winner Notification

Winners will be contacted no later than October 17, 2024 at 11:59pm PDT via Facebook Messenger to the email address used to register their FASHIONGO buyer account. Once confirmed, FASHIONGO will send a promo code offering a \$100 discount on a \$200 minimum order placed on fashiongo.net ("Promo Code") to each verified winner directly via Facebook Messenger. Winner's Prize will be sent out no later than October 22, 2024 at 11:59pm PDT.

In order for winners to qualify for the Prizes, winners must:

1. Meet all eligibility requirements; and

2. Show verifiable proof of all eligibility requirements pursuant to these official rules by no later than October 20, 2024 at 11:59pm PDT, if any such proof is requested by Sponsor.

In the event that a potential winner fails to respond to Sponsor's Facebook Messenger message or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by selecting based on entry from among all remaining non-winning, eligible entries. Only a maximum of ten (10) alternate selections will be made, after which the Prize will not be rewarded. The Sponsor reserves the right, in their sole and absolute discretion, to require proof of compliance with these official rules, including without limitation, proof of identity and/or eligibility, in a form acceptable to Sponsor (including, without limitation, government issued photo identification).

Winners who submitted a Mail-In Entry will be contacted via the email address given on their Mail-In Entry. Winners who submitted a Mail-In Entry must confirm their acceptance of their Prize no later than October 20, 2024 at 11:59pm PDT.

#### 7. Prizes

Each winning entry will win one (1) Promo Code offering a \$100 discount on a \$200 minimum order placed on <a href="www.fashiongo.net">www.fashiongo.net</a>. Ten (10) winners will be chosen, with the exception of total entrants not exceeding ten.

Odds of winning depend on number of total eligible Entry Requirements completed during the Sweepstake Period.

Prize is not redeemable for cash and may not be sold, bartered or auctioned. Prize may not be transferred or substituted except that Sponsors in their sole discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.

All federal, state, local, and all other tax liabilities arising from this Sweepstake, including, without limitation, winning a prize, will be the sole responsibility of the winner.

Promo Code is only valid at <a href="www.fashiongo.net">www.fashiongo.net</a>, and expires on December 31, 2024 at 11:59pm PST. Promo code can be applied at checkout, and is not redeemable for prior purchases, or shipping, handling, or processing charges. Shipping fees will be added after the Promo Code is applied. Transferring, reproducing, or sharing Promo Codes is strictly prohibited. Promo Code may be subject to additional terms and conditions which may be found at <a href="www.fashiongo.net">www.fashiongo.net</a> or otherwise notified. Terms and conditions regarding Promo Code's use may change without prior notice.

#### 8. General Conditions

In the event that the operation, security, or administration of the Sweepstake is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstake is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstake to address the impairment and then resume the Sweepstake in a manner that best conforms to the spirit of these official rules or (b) terminate the Sweepstake and, in the event of termination, award the prize from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstake or to be acting in violation of these official rules or in an unethical or disruptive manner. Any attempt by any person to damage the website, Sweepstake, or undermine the legitimate operation of the Sweepstake may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including

attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these official rules shall not constitute a waiver of that provision.

## 9. Publicity Release

By accepting, participating in, and entering into the Sweepstake, entrants acknowledge and grant Sponsor the right to post prize winner's name and submitted Entry Requirements and details of winning for purposes of this and future promotions without further compensation, except where prohibited, across any or all of Sponsor's digital and social assets at Sponsor's sole discretion.

## 10. Release and Limitations of Liability

BY PARTICIPATING AND ENTERING THIS SWEEPSTAKE, PRIZE WINNER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, AND THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY INJURIES (INCLUDING EMOTIONAL DISTRESS). FROM ANY AND ALL CAUSE OF ACTION, LIABILITIES, SUITS, CLAIMS INCLUDING BUT NOT LIMITED TO, THIRD PARTY CLAIMS THAT MAY BE MADE AGAINST ENTRANTS, AND CLAIMS ARISING OUT OF OR RELATING TO ACCEPTANCE, RECEIPT, POSSESSION OR USE/MISUSE OF ANY PRIZE, OR ANY PUBLICITY OR OTHER PUBLIC EXPOSURE OF ENTRANT, INCLUDING WITHOUT LIMITATION, CLAIMS CONCERNING INFRINGEMENT OR INVASION OF ENTRANT'S PRIVACY OR PUBLICITY RIGHTS, OR DEFAMATION, OR ACTS UNDERTAKEN IN PREPARATION FOR, OR PARTICIPATION IN, THE SWEEPSTAKE, AND LOSSES AND/OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY PRIZE OR RESULTING FROM AWARDING, ACCEPTANCE, NOTIFICATION, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE OR RESULTING FROM PARTICIPATING OR INABILITY TO PARTICIPATE IN THIS SWEEPSTAKE OR PRIZE RELATED ACTIVITIES. ENTRANT ASSUMES LIABILITY FOR INJURIES CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATING IN THE SWEEPSTAKE, OR BY THE ACCEPTANCE, POSSESSION, USE OF, OR FAILURE TO **RECEIVE ANY PRIZE.** The Released Parties shall not have any obligation, responsibility or liability, including but not limited to any responsibility to provide compensation or award any prize to any individual, whether or not an entrant, with regard to: (1) Entries that are forged, falsified or altered or contain inaccurate information or do not comply with or violate these official rules; (2) Entries and/or notifications that are lost, late, incomplete, illegible, unintelligible, unrecorded, damaged, garbled, or misdirected, for errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communication devices or transmission lines or data corruption, theft, destruction, unauthorized access to, or alteration of, entry materials, loss or otherwise; (3) Electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an entrant's e-mail account to receive e-mail messages; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem; (4) If applicable, any technical or human errors resulting in errors of printing of prize offer, administration of prize, potential prize winner prize notification, announcement of prize winner and/or prizes, or any errors of any kind that may result in the selection and notification of a prize winner; (5) Entrants who have committed fraud or

deception in entering or participating in the Sweepstake or claiming a prize; (6) Any inability of a prize winner to accept the prize in whole or in part for any reason whatsoever; (7) If a prize cannot be awarded to a prize winner due to delays or interruptions due to Acts of God, natural disasters, threats of or actual terrorism, weather, war, fire, labor dispute or strike, civil disturbance, riot, transportation interruption or any similar event or cause beyond the Released Parties reasonable control; (8) Human error, unauthorized human intervention, inaccurate or non-capture or mis-entry of any information and/or of an entry; (9) Any entrant, prize winner or any other person for damage to such person's computer or its contents or mobile device; and (10) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms, and denial of service attacks). Entrants, attempted entrants and prize winners acknowledge that he or she will release and hold harmless Released Parties from any liabilities, and for but not limited to any claims or causes of action based on publicity rights, defamation or invasion of privacy and if applicable the condition and features of a prize. Sponsor reserves the right to correct any errors pertaining to this Sweepstake for any reason whatsoever. If for any reason whatsoever the Sweepstake (in whole or in part) is not capable of running as planned due to but not limited to, computer virus, worm, bug, tampering, hacking, unauthorized intervention, fraud, technical difficulties or failures or any other causes which in the sole opinion of Sponsor, could corrupt or affect the administration, security, integrity, fairness, or proper conduct of this Sweepstake, the discretion of only the Sponsor, reserves the right to cancel, modify, suspend or terminate the Sweepstake and determine prize winners from entries already received or as otherwise deemed fair and equitable by Sponsor.

#### 11. Disputes

Except where prohibited, by participating, entrants and prize winners agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the official rules, or the rights and obligations of an entrant, prize winner and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of California without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Sweepstake, shall be resolved individually, without resort to any form of class action; (2) In the event that a legal expense is incurred to enforce or interpret any of the provisions of these official rules or otherwise arising from the Sweepstake, the prevailing party shall be entitled to recover its reasonable expenses, including, but not limited to its attorney's fees and costs, from the non-prevailing party; (3) under no circumstances will any entrant or prize winner be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. By entering the Sweepstake, all participants agree to be subject to jurisdiction in the Federal and State court of California and agree that all disputes relating in any way to this Sweepstake must be resolved in the courts of California. Entrants and prize winner agree not to raise the defense of forum non-conveniens.