REEDS Jewelers Celebrate Life's Moments at The Beach Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. ELIGIBILITY: Open to legal residents of the United States (including District of Columbia), who are at least 21 years old at the time of entry ("Entrant"). Employees of Sponsor, (Promotion Partner), their affiliates, subsidiaries, advertising and promotion agencies and immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not) are not eligible to participate or win the prize. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. HOW TO ENTER: During the Sweepstakes Period, Entrants can visit https://www.reeds.com/sweeps, to complete and submit the entry form.

LIMIT: Each Entrant may submit the entry form and receive an Entry once per calendar day (as determined by US Eastern Time). Each online entry form submitted will result in one (1) entry. Multiple Entrants are not permitted to share the same email address. Each Entrant is limited to the use of one (1) email address.

Automated Entries are prohibited and use of any automated or computer system to participate is prohibited and will result in disqualification if detected. Any attempt by any Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, or any other methods will void that Entrant's Entries and that Entrant may be disqualified. Normal Internet access and usage charges imposed by your online service may apply. If participating via mobile device, standard phone data rates and usage charges imposed by your phone service provider may apply. All Entries shall be the property of the Sponsor and will not be returned. In the event of a dispute over the identity of an Entrant, Entry will be deemed submitted by the Authorized Account Holder of the e-mail address associated with the Entry. "Authorized Account Holder" is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses.

3. TIMING: The Sweepstakes begins Monday, April 24, 2023, 12:00 AM Eastern Time (ET) through Thursday, May 14, 2023, 11:59 PM Eastern Time (ET). Sponsor's computer is the official time-keeping device for this Sweepstakes.

4. PRIZE AND APPROXIMATE RETAIL VALUE: Prizes: (Sweepstakes Prize description and value) Prize winner is solely responsible for all federal, country/state and local taxes/VAT, including applicable duty, associated with Prize acceptance. Actual/appraised value may differ at time of Prize award. The specifics of the Prize shall be solely determined by the Sponsor. Prize is not transferable or assignable. No substitution or transfer of the Prize is permitted, except that Sponsor may substitute a prize component of equal value for any reason. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor.

- A. One (1) grand-prize winner will receive: (Winner will have up to one calendar year to book the trip from the time of receiving official winner certificate from Visit Myrtle Beach.)
 - I. A 5 days/4 nights Myrtle Beach trip for one (1) grand-prize winner and one (1) guest accommodations provided by Visit Myrtle Beach
 - II. Spa package for two (2) people valued at \$250.
 - III. Two (2) tickets on the Myrtle Beach SkyWheel
 - IV. Two (2) round airfares or gift card valued up to \$1,200 for travel reimbursement
 - V. \$200 dining credit at a VisitMyrtleBeach.com partner restaurant(s)
 - VI. \$1,000 Reeds Jewelers gift card
- B. THE TOTAL ARV OF THE GRAND-PRIZE IS: \$4360

5.WINNER SELECTION/RANDOM DRAWING: On or about 5/18, 2023, Sponsor will conduct a random drawing from among all eligible Entries received throughout the Sweepstakes Period to select one (1) potential winner. Drawing will be conducted by the Sponsor, at its offices in Wilmington, NC USA. Odds of winning are dependent upon the number of eligible Entries received throughout the Sweepstakes Period. No purchase of any kind is necessary in order to enter the drawing, and chances of winning are not enhanced by making any purchases. Prize winner will only be eligible to receive one (1) Prize during the lifetime of this Sweepstakes, regardless of future Entries.

A. Additional Lodging details: Eligible hotels for Grand Prize can be found on VMB's website <u>https://www.visitmyrtlebeach.com/hotels</u>. VMB (or its booking Agent) may make suggestions based on available or other factors within VMB's discretion. Availability may vary depending on several factors including, but not limited to, seasonality, day of the week, special events, etc. To the extent permitted by law, The Sweepstakes Entities are not responsible for any issue that may arise in reserving lodging. Certain dates may be subject to blackout at VMB's sole discretion, Holiday and/or area Special Events weeks, including, but not limited to, the week before Easter, the week after Easter, the months of July and August, and Labor Day weekend. No substitution, transfer, or cash equivalent for the prize (or prize component), except that Sponsor, at its sole discretion, may substitute the prize (or prize component) with a prize of equal value, due to unavailability of advertised prize/prize component. Prize will be awarded provided prize is properly claimed.

6. WINNER NOTIFICATION: The potential Prize winner will be notified by email. All potential winners are subject to verification by Sponsor; an Entrant is not a winner of any prize unless and until Entrant's eligibility and the potential winning Entry has been verified and Entrant has been notified that verification is complete. Receiving a Prize is contingent upon compliance with these Official Rules. The potential winner will be required to sign and return an Affidavit of Eligibility & Liability Release, where not prohibited a Publicity Release, and an IRS Form W-9 which must be received by Sponsor within ten (10) days of notification attempt in order to receive the Prize. If the potential winner cannot be contacted, or fails to sign and return the Affidavit of Eligibility, Liability Release, tax forms or any other requested information within the required time period, Sponsor will award the applicable Prize to an alternate winner by random drawing among all eligible Entries. Fulfillment may take at least approximately eight (8) weeks after the conclusion of the Sweepstakes.

7. GENERAL RULES: By participating in this Sweepstakes, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. By accepting the Prize, winner agrees that the Sponsor and those acting under the Sponsor's authority may use winner's name, picture/portrait, likeness, and/or hometown, for advertising and promotional purposes without further consideration, unless prohibited by law. The Sponsor is not responsible for any typographical or other error in the printing of the

Sweepstakes materials or the offering or announcement of the Prize. In the event of a dispute in the Sweepstakes, Entries will be deemed made by the Authorized Account Holder of the e-mail address submitted at the time of Entry. If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the Entry process, and to cancel, terminate, modify or suspend the Sweepstakes, with or without notice, and award the Prize from among all eligible Entries received prior to cancellation. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entry. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of Entry information or late, mis-transcribed, delayed or incomplete Entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the Entry process or this Sweepstakes; or (e) printing, typographical, electronic or human errors which may occur in the offer or administration of this Sweepstakes or the processing of Entries. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8. ARBITRATION: Except where prohibited, any controversy or claim arising out of or relating to any interpretation, breach or dispute concerning any of the terms or provisions of these Official Rules, which disagreement is not settled in writing within thirty (30) days after it arises (a "Claim"), shall be settled by arbitration in Wilmington, New Hanover County, North Carolina, in accordance with the laws of the State of North Carolina, and under and pursuant to the rules of the American Arbitration Association (or any successor thereto), and judgment upon the award rendered in said arbitration shall be final and may be entered in any court in the State of North Carolina having jurisdiction thereof. Each Entrant agrees that all such disputes, claims and causes of action arising out of or in connection with this Sweepstakes, or any Prizes awarded, (a) shall be resolved individually, without resorting to any form of class action, (b) that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant 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 damaged multiplied or otherwise increased. Except where prohibited, should the above arbitration clause be prohibited by applicable law, Entrant agrees that: (1) any Claim shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of North Carolina or the appropriate North Carolina state court located in New Hanover County, North Carolina; (2) and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and

construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.

9. RELEASE: By receipt of any prize, Winner agrees to release and hold harmless Sponsor, (Promotion Partner), and each of their respective direct or indirect parents, subsidiaries, affiliates, related entities, suppliers, distributors, advertising/promotion agencies and each such company's officers, directors, members, employees, contractors, and agents (collectively, the "Released Parties") from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt, possession, use or misuse of any prize.

10. LIMITATION OF LIABILITY: By participating in or entering this Sweepstakes, Entrant agrees to defend, indemnify, release and hold harmless Sponsor, including its directors, officers, subsidiaries, committee members, employees, agents, contractors, subcontractors and representatives ("Sponsor Indemnitees") from and against all claims (including without limitation, claims for bodily injury, death or property damage, and claims of patent, trademark and copyright infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys' fees and other legal expenses), awards, fines and judgments asserted against or recovered from Sponsor arising out of any act, conduct, gross negligence, omission or misconduct of Sponsor. Sponsor shall not be liable in any way for injuries to persons or damages to property incurred or suffered by Entrant or any of Entrant's agents, heirs, successors or assigns, or any person related to Entrant in any way, including but not limited to Entrant's participation in the Sweepstakes and any Sweepstakes-related activities, Entrant's breach of terms of any statements, warranties and representations made hereunder and from all liability for any injuries and/or illnesses sustained by Entrant.

11. ENTRANT'S PERSONAL INFORMATION: Information collected from Entrants is subject to the Sponsor's Privacy Policy <u>https://www.reeds.com/privacy-policy.html</u> and with the Administrator's Privacy Policy <u>https://www.visitmyrtlebeach.com/privacy-policy/</u>.

12. SPONSOR/Administrator: The Sponsor of this Sweepstakes is REEDS Jewelers, Inc., P.O. Box 2229 Wilmington, NC 28402 United States. Administrator: Visit Myrtle Beach [The Myrtle Beach Area Convention & Visitors Bureau, P.O. Box 2115 Myrtle Beach, SC 29578].

13. WINNER'S LIST: For a winner list, please send a written request to: Celebrate Life's Moments at the Beach Sweepstakes Winner List PO Box 2229 Wilmington, NC 28402 USA. The winner list will be available after winner confirmation is complete.

(Sweepstakes Prize) Details: A five (5) days/four (4) nights trip to Myrtle Beach. Prize is non-transferable and non-assignable. No cash or other substitution permitted.

Visit Myrtle Beach is a prize provider and is not responsible for sponsoring or administering this Promotion in any way. All questions or concerns shall be directed to Sponsor and not to (Promotion Partner). Added prize details may be provided to the winner at the point of winner notification.

14. SHORT RULES: NO PURCHASE NECESSARY to enter the Celebrate Life's Moments At The Beach Sweepstakes. Open to USA residents age twenty-one (21) years or older. Subject to Official Rules. Void where prohibited. Starts at 12:00 AM ET, April 24, 2023; ends 11:59 PM ET, May 14, 2023. For Official Rules and entry info, visit the Entry Page URL, reeds.com/sweeps Administrator: [The Myrtle Beach Area Convention & Visitors Bureau, P.O. Box 2115 Myrtle Beach, SC 29578]. Sponsor: [REEDS Jewelers, P.O. Box 2229 Wilmington, NC 28402].