

TERMS AND CONDITIONS

KBIS 2023 Kickstarter People’s Choice Award – Daily Prize Drawing

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. ELIGIBILITY; METHOD TO ENTER; SUBMISSION GUIDELINES.

The KBIS 2023 Kickstarter People’s Choice Award daily prize drawing (“Prize Drawing”) is only open to legal residents of the United States of America, who have registered and participate at the KBIS 2023 exposition held at the Las Vegas Convention Center in Las Vegas, NV USA, January 31-February 1, 2023, who are in the age of majority for their region at the time of participation and is void where prohibited by law. Employees of NKBA, KBIS, Emerald, and their advertising and promotion agencies, and suppliers, (collectively the “Employees”), and their immediate family members are not eligible to participate in the Prize Drawing. The Prize Drawing is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

Agreement to Rules: By participating, the participant agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements.

2. START AND END DATES

Entries will be accepted starting on 9:00 AM January 31, 2023 Pacific Standard Time (PST) and ending 5:00 PM February 1, 2023 PST.

3. HOW TO ENTER

The Prize Drawing entries must be made by voting at the KBIS 2023 Kickstarter exhibit area located in the West Hall of the Las Vegas Convention Center by selecting one participating KBIS 2023 Kickstarter exhibitor using an online web form. Only one entry per participating attendee will be considered. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of KBIS Show Management.

4. DESCRIPTION AND VALUE OF THE PRIZE; ODDS OF WINNING.

Two (2) Winners of the Prize Drawing (the “Winners”) will each receive a \$500 Visa Gift Card. No cash or other prize substitution shall be permitted except at KBIS Show Management’s discretion. The prize is non-transferable. Acceptance of prize constitutes permission for KBIS to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

Two (2) winners will be randomly selected from eligible attendees who voted in the KBIS 2023 Kickstarter People’s Choice Award contest. Winners will be notified by email within ten (10) days following selection of Winners. KBIS shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeit and an alternate Winner may be selected. Receipt by Winner of the prize offered in this Prize Drawing is conditioned upon compliance with any and all federal, state, and local laws and regulations. All federal, state and local income taxes connected to the prize are the sole responsibility of the winners. Visa is not affiliated in any way with NKBA, KBIS or Emerald or a sponsor of this Prize Drawing and use of the Visa gift card will be subject to the applicable cardholder agreement.

5. TERMS & CONDITIONS

Where permitted by law, the winner grants (and agrees to confirm said grant in writing upon the request of the Sponsor) to Sponsor, and those acting pursuant to Sponsor’s direction or control, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the Internet, at any time or times, the winner’s name, portrait, picture, voice, likeness and biographical information for advertising, trade and promotional purposes without additional consideration and without notice, review or approval. Further, winner will be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release, a Publicity Release (where lawful), and

provide evidence of identity and age with a valid state or federally issued identification (i.e.: driver's license or passport), all within fourteen (14) days of prize notification. If said documents are not returned timely, or if prize or prize notification is returned as non-deliverable, or if a winner is found not to have complied with these Official Rules, declines the prize for any reason, or is ineligible for any reason, the prize will be forfeited and may be awarded, in Sponsor's sole discretion, to an alternate winner selected at random. **By participating, participants release and agree to hold harmless Sponsor, its parents, subsidiaries, affiliates, advertising and promotion agencies and all of their respective directors, officers, employees, representatives and agents from any and all liability for any injury, loss or damage of any kind to persons (including, without limitation, death) or property, arising directly or indirectly, in whole or in part, from or in connection with the acceptance, possession, use or misuse of any prize, participation in this Prize Drawing, or any Prize Drawing-related activity.** NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE PARTICIPANT AGREES THAT, BY ENTERING THE SWEEPSTAKES, (I) ANY CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES; AND (II) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

6. GOVERNING LAW

By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Prize Drawing Official Rules, or the rights and obligations of participants and Sponsor in connection with the Prize Drawing, shall be governed by, and construed in accordance with, the substantive laws of the State of New York without regard to its conflicts of law provisions. All participants hereby consent to the jurisdiction and venue of the federal or state courts located in New York, NY.

7. WINNER LIST

For the names of the Prize Drawing winners, send a self-addressed stamped envelope with your request to: Shelby Rowe, KBIS Prize Drawing, Emerald X, LLC,

100 Broadway, 14th Floor, New York, NY 10005. Winner list requests must be received by Sponsor by March 31, 2023.

8. SPONSOR

Emerald X, LLC, 100 Broadway, 14th Floor, New York, NY 10005.