

melin Hat-A-Day Giveaway OFFICIAL RULES

Hat-A-Day Giveaway

melin will be giving away one (1) free hat to one (1) lucky winner every 24-hour period. The Hat-A-Day Giveaway will be run continuously, prizes will be distributed via discount coupons offering one (1) free hat with a value of under \$100.00 USD via automated email communication.

- DESCRIPTION:** The melin Hat-A-Day Giveaway (the "**Sweepstakes**") begins on Saturday, June 10, 2023, at 8:00 AM Pacific Standard time, and ends on Sunday, December 31, 2023] (the "**Sweepstakes Period**"). One (1) prize will be awarded to a winner each day during the Sweepstakes Period. See Official Rules below and also at <https://melin.com/pages/hat-a-day-giveaway> for prize description/restrictions and complete details. The Sponsor of the Sweepstakes is Alohat, LLC dba melin, 100 Avenida La Pata, San Clemente, CA 92673 ("**Sponsor**").
- ELIGIBILITY: NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE CHANCES OF WINNING:** The Sweepstakes is open only to legal United States residents who are physically located and residing in the fifty (50) United States or the District of Columbia who are physically located and residing therein (each an "**Entrant**" or, collectively, "**Entrants**"). Entrants must be at least eighteen (18) years of age and the age of majority in his/her state of primary residence at the time of entry. Entrants must be the rightful owner (or have authorized use) of the email address identified on the entry form. Employees, owners, shareholders, officers and directors of Sponsor, melin (collectively, the "**Sweepstakes Entities**"), and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion and advertising agencies together with the immediate family members and/or those living in the same household of such persons, are not eligible to participate in the Sweepstakes. In the event of a dispute over the identity of an Entrant or potential winner in the Sweepstakes, the Entrant or potential winner will be deemed the authorized account holder of the email address associated with the entry. "**Authorized Account Holder**" is defined as the natural person in whose name the e-mail account was opened. In the event a dispute regarding the identity of an Entrant or potential winner cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Entries will not be acknowledged except as provided herein. The Sweepstakes prize is non-transferable and cannot be substituted, sold or bartered. Void where prohibited or restricted by law.

3. **HOW TO ENTER:** Participants may enter the Sweepstakes by visiting [this page](#) and following the on-screen instructions to complete the entry form by providing all of the information requested, including but not limited to Entrant's full name, primary email address, daytime telephone number, date of birth and address of primary residence (a "**Non-Purchasing Entry**"). Each Entrant must affirmatively accept these Official Rules and follow the instructions to submit his/her entry to receive one (1) entry in the Sweepstakes. By participating in the Sweepstakes, each Entrant, regardless of method of entry, agrees to opt into all email newsletters and other marketing communications from each of the Sweepstakes Entities.

Limit of one (1) Non-Purchasing Entry per person per day. All Entries must be electronically submitted by 11:59 P.M. Pacific Standard Time on each day, to be eligible for the Sweepstakes. If the number of entries exceed the entry limitations, the Entrant may be disqualified, at the Sponsor's sole discretion. Entries generated by a script, macro or other automated means will be disqualified. Entrants must accurately provide all of the requested information to be eligible to win. Incomplete, unreadable or unintelligible entries will be disqualified. All information provided by Entrants becomes the property of Sponsor. ELIGIBLE ENTRANTS MUST SUBMIT THE REQUESTED ENTRY INFORMATION IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Participation in the Sweepstakes constitutes Entrant's understanding of, full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally. Each Entrant must be the rightful owner (or have authorized use) of the email address identified in the Entrant's entry. In the event of a dispute as to the identity of a winner, the winner will be deemed the natural person in whose name the email account associated with the provided email address was opened. By entering the Sweepstakes, your email will be added to our newsletter. You may unsubscribe at any time.

4. **WINNER SELECTION AND NOTIFICATION:** Every 24-hour period, the Sponsor will conduct a random drawing from all eligible entries received during the Sweepstakes Period to select the potential winner. The potential winner will be notified immediately, at the email address and/or phone number provided on the entry form or melin.com profile. The potential winner must be subscribed to melin's email newsletter, is responsible for checking his/her spam filter and must be able to receive telephone calls from an unlisted and/or blocked number. Messages may not be left. The potential winner will be required to respond (as directed) to the notification within three (3) days of attempted notification. The failure to respond within the stated time period may result in forfeiture of the prize. The potential winner will be required to verify address and birthdate, sign, and return within five (5) days of receipt an affidavit of eligibility and other legal documents as may be required by Sponsor in its sole discretion (collectively, the "**Prize Claim**").

Documents"). Failure of a potential winner to return the Prize Claim Documents within the specified time period may result in forfeiture of the prize and selection of an alternate potential winner from the remaining eligible entries as determined by Sponsor.

5. **ODDS:** Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Each Entrant can win one (1) time per three-hundred and sixty-five (365) day period.
6. **PRIZE:** There is one (1) prize available every 24-hour period. The prize consists of one (1) discount code distributed via automated email to be redeemed on <https://melin.com/>. All sales are final on redeemed Prizes and limited to \$100.00 USD. No cash alternative is allowed, except at the sole discretion of Sponsor. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value may be awarded. If the winner is unable or unwilling to accept the prize, or any portion thereof, as stated, the prize may be forfeited in its entirety at the sole discretion of Sponsor. No refunds or credit for changes are allowed. ALL FEDERAL, STATE, PROVINCIAL AND/OR LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Other restrictions may apply.
7. **CONDITION OF PARTICIPATION/RELEASE:** All federal, state, territorial and local laws and regulations apply. By participating in this Sweepstakes and/or by accepting any prize, each Entrant agrees to release the Sweepstakes Entities and each of their respective advertising agencies, successors, employees, agents, representatives and assigns (collectively, the "**Released Parties**") from any and all actions, claims, losses or damages arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of a prize. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the prize or resulting from acceptance, possession, use or misuse of a prize including participation in any activity related thereto, or from participation in the Sweepstakes, including any travel related thereto; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (v) any inability of winner to accept or use any prize (or portion thereof) for any reason and such prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Sweepstakes. Sweepstakes Entities disclaim any liability for damage to any computer or mobile system resulting from participating in or accessing or downloading information in

connection with this Sweepstakes. Sweepstakes Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes (or any portion of the Sweepstakes) at any time for any reason or should fraud, a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper play of the Sweepstakes and, in such situation, will select the winner from eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sweepstakes Entities. Sweepstakes Entities may prohibit Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Sweepstakes Entities representatives.

As a condition of entering, Entrants agree (and agree to confirm in writing): (a) under no circumstances will any Entrant be permitted to obtain awards for, and hereby waives all rights to any claim for punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

8. **INDEMNITY:** Winner shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Sweepstakes; (b) a breach or allegation which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, illness (including contracting COVID-19), death (from any cause including COVID-19) and property damage arising therefrom.

9. **GOVERNING LAW/ DISPUTES:** The Sweepstakes is governed by the laws of the United States and the State of California, without respect to any choice of law or conflict of law principles that would result in the application of any law other than that of California. As a condition of participating in this Sweepstakes, Entrants agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually through binding arbitration, without resort to any form of class action, in accordance with the arbitration provision set forth below.

10. **ARBITRATION PROVISION:** By participating in the Sweepstakes, each Entrant agrees that any and all disputes the Entrant may have with, or claims Entrant may have against, the Released Parties relating to, arising out of or connected in any way with (i) the Sweepstakes,

(ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "**Forum**") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed upon by the participant and Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Sweepstakes. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the participant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award special or punitive damages against the participant or Released Parties. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at www.arb-forum.com. If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

11. **PRIVACY POLICY:** Any personal information supplied by you to Sponsor will be subject to its privacy policy posted at <https://melin.com/pages/privacy-policy>. By entering the Sweepstakes, Entrant grants Sponsor permission to collect, use and share Entrant's email address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of Sweepstakes administration and prize fulfillment.

12. **WINNER LIST/OFFICIAL RULES:** To obtain the winner's name or a copy of these Official Rules, send a request along with a stamped, self-addressed envelope to "melin Hat-A-Day Giveaway" Winner/Rules, 100 Avenida La Pata, San Clemente, CA 92673.