

**BUMPBOXX LAMBO GIVEAWAY
OFFICIAL RULES**

**THIS PROMOTION IS VALID ONLY IN THE 48 CONTIGUOUS UNITED STATES (EXCLUDES AK & HI)
AND THE DISTRICT OF COLUMBIA.**

VOID IN THE STATES OF ALASKA AND HAWAII & WHERE PROHIBITED.

**NO PURCHASE NECESSARY. PURCHASE OR ACCEPTANCE OF
A PRODUCT OFFER WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

1. **ELIGIBILITY:** The Bumpboxx® Lambo Giveaway (the “Giveaway” or “Promotion”) is open only to legal permanent residents of the 48 contiguous United States (excludes Alaska and Hawaii) and the District of Columbia, who are licensed drivers and legal age of majority in their jurisdiction of residence. Employees of **Bumpboxx, LLC** (the “Sponsor”), Whatnot, Inc., their affiliates, subsidiaries, advertising, promotion partners and internet agencies, and each of their respective officers, directors and agents (collectively “Released Parties”) and their immediate family members (spouse, parent, child, sibling, and grandparent) and/or those living in the same household of each are not eligible. The Giveaway is void in the states of Alaska and Hawaii, and where prohibited. All federal, state and local laws and regulations apply. By participating in the Giveaway, entrants agree to be bound by these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **PROMOTION PERIOD:** The Giveaway begins on **September 22, 2022** and ends at 11:59:59 PM PT on **January 25, 2023** (the “Promotion Period”). Sponsor’s computer is the official time-keeping device for the Giveaway.
3. **HOW TO ENTER:** During the Promotion Period, follow (required) Bumpboxx on the Whatnot app (available for free on Google Play Store and Apple App Store). You will need to have a Whatnot app account (“Account”). Creating an Account is free but is subject to the Whatnot app applicable terms and conditions. If entering via a mobile device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply. You must continue to follow Bumpboxx on the Whatnot app until January 25, 2023.
 - A. **Automatically via a purchase.** During the Promotion Period, qualified purchases at Bumpboxx, on the Whatnot app (the “purchase method”), will earn entries as follows:
 - 1 entry for every \$1 spent with a \$1 - \$99 purchase transaction
 - 2 entries for every \$1 spent with a \$100 - \$199 purchase transaction
 - 5 entries for every \$1 spent with a \$200 or more purchase transaction.

Your purchase transaction must be received by 11:59:59 PM PT on **January 25, 2023** to be eligible to receive entries. The number of entries you receive will be based on the list price of your eligible purchase (excludes discounts, sales tax and shipping charges) and will be rounded up to the nearest dollar. If a purchase is returned prior to the drawing, entry/ies associated with that purchase will be voided. All purchases are subject to Sponsor’s return policy.

- B. **Mail-in Entry – No Purchase Necessary.** To receive sixty (60) entries without making a purchase or creating a Whatnot app account, on a plain 3”x5” notecard, hand print your complete first and last name, street address, city, state, zip code, date of birth (mm/dd/yyyy), e-mail address plus daytime telephone number including area code. Then, on the opposite side of your entry, in at least 20 words complete the sentence: *“I want to win the Lamborghini because...”*. Mail your entry in a #10 business-size envelope with first-class postage affixed to: Bumpboxx Lambo Giveaway Entry, POB 488, Syosset, NY 11791-0488. Your outer-mailing envelope must include a valid return address, which includes a complete first and last name. Mailed entries received without a verifiable and legible return address will be deemed incomplete and invalid. Limit one (1) completed 3”x5” notecard per outer-mailing envelope. Bulk shipments (multiple entries in one shipping package) will not be accepted. Mail-in entry, including outer-mailing envelope must be handwritten. No mechanically reproduced entries or metered

mail permitted. Statements contained in mail-in entries will not be judged but must be unique; Statements must not in any way reflect negatively upon Sponsor, the Promotion or any other person or entity. Entries that are postmarked by **January 25, 2023** and received by **January 30, 2023** will be eligible for the random drawing. Each mail-in envelope will count as sixty (60) entries, provided that the mail-in entry complies with the above requirements.

Mail-in entries that are not in the format specified above, that are illegible, inaccurate, incomplete, or reproduced via photocopier or otherwise will be considered null and void. Proof of submission does not constitute proof of receipt. Not responsible for lost, late, illegible, mutilated, misdirected, postage-due entries or entries not received by the deadline. All material submitted becomes property of Sponsor and will not be returned. No correspondence will be acknowledged or entered into; requests for confirmation of receipt of mail-in entries will not be acknowledged.

ENTRY MULTIPLIER: Throughout the Promotion Period, the Sponsor may announce opportunities to increase the number of entries you may earn by a multiplier (multiples may include: 5 times (5X), 10 times (10X) and 20 times (20X) (each an "Entry Multiplier")). Timing for an Entry Multiplier offer will be determined solely by the Sponsor and will be announced by the Sponsor at bumpbxx.com/giveaway.

When an Entry Multiplier is offered, entries will be multiplied by the applicable Entry Multiplier, as further described below. For example, if entering via a purchase totaling \$25 (excluding shipping, handling and tax) during a 10X Entry Multiplier offer you will earn 250 entries and during a 20X Entry Multiplier offer you will earn 500 entries.

If entering without purchase via a mail-in, follow directions for mail-in entries above and hand-write the words "ENTRY MULTIPLIER" and the Entry Multiplier being offered on the bottom left-hand side of the envelope. Entrant will earn the appropriate "ENTRY MULTIPLIER" amount as long as the mail-in entry has a postmark that corresponds to the date of that offer as specified on bumpbxx.com/giveaway and received within five (5) days of the offer's deadline. If the "ENTRY MULTIPLIER" offer ends on a Sunday or federal holiday, the mail-in entry must be postmarked the following business day immediately following the offer and received within the next 5 days. Mail in entries received that comply with all the above requirements will receive the applicable number of entries for the respective multiplier offered (e.g., ENTRY MULTIPLIER 5X = 300 entries; 10X = 600 entries, 20X = 1200 entries).

4. **RANDOM DRAWING:** A random drawing to select winner(s) will be conducted on or about **January 31, 2023** from among all eligible purchase and non-purchase entries received. The random drawing will be conducted by Marden-Kane, Inc. (the "Administrator"), an independent judging organization whose decisions are final. Odds of winning will depend upon the number of eligible entries received.
5. **WINNER NOTIFICATION AND VERIFICATION:** Prize award is subject to eligibility verification. Potential winners will be notified by email, phone and/or Whatnot direct message by the Sponsor. Potential winners will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form and, if legally permissible, a Publicity Release along with a copy of his/her valid driver's license; winner will be required to complete and return a W-9 Tax form (collectively "Documents"). All required Documents must be returned within 3 days (including Saturdays, Sundays and Holidays) of attempted delivery of same. Failure to return properly completed Documents within the specified time, failure to respond to a notification within the time period stated or return of any prize/prize notification as undeliverable, will result in disqualification without further notice and an alternate potential winner(s) may be selected. In the event a potential winner is deemed ineligible, fails to comply with the Official Rules or is unable to claim the prize as specified, the potential winner will be disqualified, and an alternate winner will be selected. Prize award is contingent on eligibility verification and potential winner completing and returning all required Documents. Only five (5) random drawings to select an alternate winner (if necessary) will be conducted, after which the applicable prize will remain unawarded. By accepting a prize, winner understands and agrees that they may be videotaped, recorded and/or photographed as part of a prize award ceremony. Rights to any prize ceremony video, audio and/or photo belong solely to the Sponsor and can be used in any media throughout the world in perpetuity and in any

manner at Sponsor's sole discretion, without further review, notice, approval, consideration or compensation to the winner or any third party.

SCAM ALERT: *If you are selected as a Winner, you will **NOT** be required to pay a fee in order to receive a prize. If you receive a phone call, letter, email and/or a direct message on social media from someone that states you have won a prize and you need to send money before receiving your prize, it is a **SCAM**. Never release your credit card or banking information. Never wire money from your bank or from a money transfer platforms like Zelle or Venmo. Prize winnings must be reported to the IRS when filing your tax returns, and any federal or state income taxes would need to be paid by the winner directly to the IRS.*

6. PRIZES AND APPROXIMATE RETAIL VALUES (ARV). PRIZE VALUE STATED IN U.S. DOLLARS (USD):

- **One (1) Grand Prize** – winner's choice of either A or B (as detailed below):
 - **A.** a Lamborghini valued at approximately \$270,000 (the "Vehicle Prize"); or,
 - **B.** \$200,000 to be awarded in the form of a check payable to the Grand Prize winner (the "Cash Prize").
- **One (1) First Prize** – a \$5,000 Bumpboxx shopping spree.
- **One (1) Second Prize** – a \$2,500 Bumpboxx shopping spree.
- **Seven (7) Third Prizes** – a \$1,000 Bumpboxx shopping spree. (Total retail value: \$7,000)

Total Approximate Retail Value (maximum ARV) of all prizes: **\$284,500.00**.

Additional Conditions of First, Second and Third Prizes – Shopping sprees awarded as a Bumpboxx gift card. Terms and conditions as stated on the gift card will apply.

Additional Grand Vehicle Prize disclosures - Winner must agree to accept delivery of the vehicle at a Sponsor-specified location within the 48 contiguous United States or DC (excluding Alaska and Hawaii) within thirty (30) days of notification of availability from the Sponsor. Failure to take delivery within 30 days of availability could cause prize to be forfeited and awarded to an alternate. Winner must have a valid driver's license which permits operation of the prize vehicle in the winner's state of residence and evidence of legally required insurance prior to taking delivery. Winner will be solely responsible for any applicable licensing, insurance, title and registration fees and any other expenses related to the acceptance and use of a prize not specified herein, including but not limited to any costs incurred by winner relating to the acceptance, pickup/transport or use of any component of the Vehicle Prize. In the event winner is unable to take delivery of the Vehicle Prize, winner will be disqualified, and an alternate winner may be selected. **Vehicle is preowned and will be awarded "AS IS" without warranty by Sponsor of any kind. Winner acknowledges that Sponsor has not made nor is in any manner responsible for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize offered in this Promotion, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Vehicle portion of the prize may not meet safety or emissions testing required in some states and counties. Winner is responsible to check their state/county for any safety and emissions inspection requirements and must use vehicle in accordance with state/county regulations.**

Prizes consist of only the items specifically listed as part of the prize. Prize values are taxable as income; winner will receive an IRS form 1099 for the value of the prize as stated herein. Winner will be responsible for any applicable federal, state, and local taxes and any other expenses related to the acceptance and use of the prize not specified herein. Sponsor reserves the right to substitute any portion of a prize with a prize of equal or greater value at its sole discretion. No substitution or transfer of prize by winner permitted. In no event will more than the stated number of prizes be awarded.

7. **RELEASE:** Entrants/winner (and their parent/legal guardian if winner is considered a minor in his or her jurisdiction of residence) agree to release, discharge and hold harmless Released Parties and their respective successors and assigns from and against any claim or cause of action or liability (including but not limited to, personal injury, death or damage to or loss of property) arising out of participation in the Giveaway or acceptance/receipt/travel to and/or from prize

pick up location/use or misuse of the prize, and agree to be bound by the Official Rules and the decisions of the Sponsor and/or Sponsor's representatives, which are final. Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winner's name and/or likeness for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor not responsible for any typographical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the prize.

8. **NOTICE:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Released Parties are not responsible for faulty, incorrect, undeliverable or mistranscribed phone/e-mail/internet transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Promotion. For any reason the Sweepstakes is suspended/or kicked off the Whatnot platform Sponsor reserves the right to continue the giveaway/entries via purchases through Bumpboxx.com. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the Promotion if for any reason, the Giveaway is undermined by any event beyond the Sponsor's control, including but not limited to fire, flood, epidemic, labor dispute or strike, act of God or public enemy, or any force majeure event or if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/it's agencies, in their sole discretion. In the event of termination, a notice will be posted online and a drawing to award the Prize(s) will be conducted from among all eligible entries received prior to termination. The failure of the Released Parties to comply with any provision of these Official Rules due to an act of God, epidemic, act of public enemies or any act outside of the Sponsor's control/force majeure event will not be considered a breach of these Official Rules. In the event a dispute arises regarding the identity of the entrant, entry will be deemed made by the person whose name appears on the online order form or mail-in entry. Any damage made to the Website by an entrant will be the responsibility of the entrant and/or the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.
9. **DISPUTES AND CHOICE OF LAW:** Entrant agrees that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved. Entrant agrees that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, you will send a written notice to the Sponsor ("Demand"). Entrant agrees that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before entrant accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy. Entrant must send the Demand to Bumpboxx, LLC, 4545 Qantas Lane, Suite 100, Stockton, CA 95026. Entrant agrees that entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after entrant sends a Demand. If the disagreement stated in the Demand is not resolved to entrant's satisfaction within 10 business days after it is received, and entrant intends on taking legal action, entrant agrees that it will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of entrant, Administrator, and Sponsor to litigate claims in court and entrant, Administrator and Sponsor each agree to waive

their respective rights to a jury trial or a state or federal judge. Entrant agrees that it will not file any lawsuit against Administrator or Sponsor in any state or federal court. Entrant agrees that if it does sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, entrant must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, entrant must affect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, entrant may file its case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. Entrant agrees that the Arbitrator will have sole and exclusive jurisdiction over any dispute it has with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be in the County of San Joaquin, California. Entrant agrees that it will not file a class action or collective action against Administrator or Sponsor, and that entrant will not participate in a class action or collective action against them. Entrant agrees that it will not join its claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances does entrant, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with entrant to arbitration before the Arbitrator. 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's in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. This arbitration provision shall survive conclusion, modification or termination of the Sweepstakes and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Sweepstakes. Entrant agrees that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including any costs associated with participation in this Giveaway but in no event attorneys' fees; and under no circumstances will entrants/winner be permitted to obtain awards for, and entrants/winner hereby waive all rights to claim, punitive, incidental and consequential damages or any other damages other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

10. **PRIVACY:** Information collected from participants is subject to Sponsor's privacy policy at <https://bumpboxx.com/policies/privacy-policy.html?locale=en>. Sponsor will provide the personal information provided to enter this Giveaway to a third-party fulfillment company only to administer the Giveaway and verify the winner.

11. **WINNERS LIST:** Winners to be posted at Bumpboxx.com on or about February 11, 2023 or after winners have been verified. The name of the Grand Prize Winner will also be announced on the Whatnot app (live Whatnot show) on or about February 11, 2023, or after the Grand prize winner has been verified. Details to be provided on the Bumpboxx social media platforms prior to event.

SPONSOR: Bumpboxx, LLC, 4545 Qantas Lane, Suite 100, Stockton, CA 95206. Mail-In entries will not be accepted at this address.

ADMINISTRATOR: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416. Mail-In entries will not be accepted at this address.

Manufacturers of prizes offered in this Promotion are not a Sponsor or participant in this Giveaway and no association or endorsement is implied.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Whatnot, Inc. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Sponsor and not to Whatnot, Inc.

September 22, 2022
Final Draft

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