

OFFICIAL RULES
2022 Summer GIVEAWAY SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve Your chances of winning.

These Official Rules (the “**Rules**”) constitute a legally binding agreement between LD Products, Inc. (“**LD**”) and You or Your company (in either case, “**You**” or “**Your**”) concerning Your entry in LD’s 2022 Summer Giveaway Sweepstakes (the “**Sweepstakes**”). The Sweepstakes is void where prohibited by law.

By entering the Sweepstakes You represent and warrant that You have read, understood and agree to be bound by the following: (1) these Rules; (2) LD’s Website Terms of Use (located at <http://www.ldproducts.com/terms>), and LD’s Privacy Policy (located at <http://www.ldproducts.com/policy>). Any violation of these Rules, the Terms of Use, or the Privacy Policy by You may result in Your disqualification from the Sweepstakes, in LD’s exclusive discretion. All of LD’s decisions regarding the Sweepstakes are final and binding in all respects and You agree to abide by them.

LD is the sole sponsor of this Sweepstakes. The Sweepstakes is not sponsored, endorsed, administered by, or associated with Vitamix® or Hotels.com®. You are providing your information to LD only. The information You provide will only be used for analytics and marketing purposes by LD in accordance with LD’s Terms of Use and Privacy Policy; to send you notifications about LD’s promotions and products; and as stated herein. Facebook®, Twitter®, Instagram®, Vitamix and Hotels.com and all related logos are trademarks of their respective owners, are not affiliated with LD, and do not endorse this promotion. Prizes are given away on behalf of LD. By entering the

Sweepstakes, You agree to subscribe to LD's newsletter and to receive promotional offers from LD.

1. **ENTRY PERIOD.** The Sweepstakes for Vitimix will begin at 4:00 pm PT on April 29, 2022 and ends on May 12, 2022 at 11:59 pm and the sweepstakes to win the Hotels.com gift card will begin at 4:00 pm PT on May 13, 2022 and ends on May 26, 2022 at 11:59 pm (each an **"Entry Period"**).

2. **ELIGIBILITY.** Only legal residents of the Contiguous United States who are 18 years of age or older at the time of entry are eligible to enter or win the Sweepstakes. Officers, directors, members, and employees of LD or any other party or company associated with the development or administration of this Sweepstakes, the immediate family (i.e., parents, children, siblings, spouse) of such individuals, and persons residing in the same household as such individuals (whether related or not) are not eligible to enter or win the Sweepstakes.

3. **HOW TO ENTER.** You may enter the Sweepstakes during each Entry Period as follows: (1) By submitting an entry on the official Sweepstakes promotional page; (2) by contacting our Customer Service Department by telephone at (888) 321-2552; and (3) participants may earn additional entries when they refer other participants that submit entries through referral links on Facebook, Instagram, Twitter, YouTube, subscribing to our newsletter and signing up to receive SMS messaging (messaging rates from your wireless carrier may apply).

LIMIT one (1) entry per person by any individual method during each Entry Period. Multiple participants are not permitted to share the same email address for purposes of entering this Sweepstakes. No more than six individuals may use the same IP address to submit entries. Excessive entries originating from the same IP address may be disqualified at LD's sole discretion. Any attempt by You to obtain more than the stated number of entries by using multiple/different email

addresses, identities, registrations, log-ins or any other method, will void all of Your entries and You may be disqualified from the Sweepstakes at LD's sole discretion. Use of any automated system to submit entries is prohibited and will result in disqualification. All entries become the exclusive property of LD and will not be acknowledged or returned. Proof of submitting an entry will not be deemed to be proof of receipt by LD. The odds of winning depend on the number of participants and entries placed in the Sweepstakes.

4. WINNER(S) SELECTION AND NOTIFICATION. After the conclusion of each Entry Period, LD will select one potential winner for the prize. LD will notify the potential winner(s) by email. The potential winner(s) must respond within five (5) business days of LD's email notification redeeming the prize and provide signed copies of any documents requested in sections 6 and 7 of these Rules, if applicable. A potential winner's failure to respond with the requested documents within the redemption period forfeits all rights to win the prize and an alternate potential winner will be selected at random. The alternate potential winner will also have five (5) business days to redeem the prize. Upon contacting a potential winner and determining that the individual has met all eligibility requirements of the Sweepstakes, including without limitation the execution of any necessary tax documents, waiver, publicity, liability releases and disclaimers if applicable, such individual will be declared the winner of the Sweepstakes and receive the prize.

5. PRIZE(S). One (1) winner will win one Vitamix E310 in the first Entry Period. One (1) winner will win a \$500.00 gift card from Hotels.com in the second Entry Period. All Prizes are based on availability and winner may receive equivalent prize of equal value if any listed products are out of stock. Prizes that are out of stock may take up to 90 business days to be awarded to the winner. Prizes have no cash value and cannot be redeemed for cash, assigned, transferred, or exchanged. YOU AGREE THAT PRIZE(S) ARE AWARDED IN "AS-IS" AND "WITH ALL FAULTS" CONDITION. LD DISCLAIMS ALL WARRANTIES AND YOU ACKNOWLEDGE THAT YOU ARE RECEIVING THE PRIZES

WITH NO WARRANTIES, NEITHER EXPRESS NOR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THE IMPLIED WARRANTY OF MERCHANTABILITY. LD will not exchange prizes for any reason including without limitation prizes that are broken or defective. You assume all risks in using the prizes and You agree that LD is not liable in the event that the prizes are defective, do not perform as You believed they would perform or cause You any damages. The Winner of the Hotels.com gift card (i) may need to provide personal information directly to Hotels.com or it's business partners and affiliates in order to redeem the prize; and (ii) the prize may have additional terms and conditions, restrictions and limitations on the prize imposed by those brands. Any personal information that You provide to those brands will be managed as described in their privacy policies and their services governed by their terms and conditions.

6. TAX OBLIGATIONS. By entering the Sweepstakes, you acknowledge that the prizes may be subject the potential winner to tax obligations. Award of the prizes is subject to the requirement that the potential winner submit all documentation required to allow LD to comply with its tax reporting obligations, including to local, state and federal agencies, as governed by applicable law. To the extent allowed by law, all taxes imposed on the prizes are the sole responsibility of the winner. The winner is responsible to ensure compliance with applicable tax laws and regulations. A potential winner may forfeit the prize for failure to provide tax documentation and LD, in its sole discretion, may award the prize to an alternate entrant.

7. PUBLICITY RELEASE. Except where prohibited by law, the winner may be asked to sign a publicity release, affidavit of eligibility, release of liability or provide additional information. If You are chosen as the winner, You agree to return requested documents within five (5) business days by electronic mail.

8. YOUR CONDUCT. You agree that LD, in its sole discretion, may disqualify You or any other entrant that tampers with the entry process, or that acts in violation of the Rules, LD's Terms of Use, or Privacy Policy. You agree that, in connection with Your participation in the Sweepstakes, You will not upload, post, transmit, display, perform or distribute any content to any social media site that (i) is derogatory to LD or any of its brands, employees, affiliates or to any third party; (ii) infringes the intellectual property rights of others including, but not limited to copyright, trademark and trade secret; (iii) is deceptive, fraudulent illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic, indecent, lewd, harassing or hateful; (iv) encourages conduct that is illegal, tortious or inappropriate; (v) attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition; (vi) contains viruses, bots, worms, scripting exploits, or other similar materials; (vii) is intended to be inflammatory; (viii) could cause damage to LD or any third party.

CAUTION: ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH ATTEMPT BE MADE, LD RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. INDEMNITY BY YOU. You agree to defend, indemnify and hold harmless LD and its officers, directors, employees, agents, affiliates, representatives, sub-licensees, successors, assigns, contractors, and Third-Party Service Providers from and against any and all claims, actions, demands, causes of action and other proceedings (collectively "**Claims**"), including but not limited to legal costs and fees arising out of or relating to (i) Your breach of these Rules, (ii) Your participation in the Sweepstakes, (iii) Your acceptance or use of the Prize(s), and (iv) any other conduct by You related to the Sweepstakes.

10. LIMITATIONS OF LIABILITY. You assume all liability for losses or injuries caused or claimed to be caused by participating in the Sweepstakes or by acceptance, possession, use of, or failure to receive any Prize. LD is not responsible for (1) any late, incomplete, or misdirected entries, or (ii) any incorrect or inaccurate information in the Rules, or by any technical or human error that may occur in the processing or electing of potential winner(s) in the Sweepstakes. LD assumes no responsibility for any error, omission, interruption, deletion, or defect, delay in operation or transmission, communications line failure, theft or destruction of authorized access to, or alteration of, Sweepstakes entries. LD is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or participants on account of technical problems or traffic congestion on the internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating in or downloading materials in the Sweepstakes. If the Sweepstakes is not capable of running as planned for any reason, including legal restriction, tampering, unauthorized intervention, fraud, technical failures, acts of God, or any other causes beyond the control of LD that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, LD reserves the right to cancel, terminate, modify, or suspend the Sweepstakes.

11. COPIES OF RULES. For a printed copy of these Rules, please send a written request to Attention: Marketing Department, LD Products, Inc., 3700 Cover Street, Long Beach, California 90808.

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