

SHOPMONKEY, INC.
Fall Return
PROMOTION TERMS & CONDITIONS

1. Participation Instructions.

Shopmonkey, Inc. (“Sponsor”) is the sponsor of this promotion. This promotion (“Promotion”) is governed by these official rules (“Official Rules”). To participate in the Promotion, participants must during the Promotion Period (as defined below) subscribe for the “Genius” tier of Shopmonkey’s software-as-a-service offering (the “Service”) and maintain and pay for that subscription for no fewer than three (3) complete monthly billing cycles. Employees of Sponsor, their respective affiliates, subsidiaries, advertising and promotion agencies, vendors and suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Promotion.

The object of the Promotion is to generate sales for Sponsor and to demonstrate the value of the Service to new customers and reward new customers for subscribing. “Qualified Participants” refers to persons subscribing for the “Genius” tier of the Service and maintaining and paying for that subscription for no fewer than three (3) complete monthly billing cycles. Current or former customers of Sponsor and those that have subscribed previously are not eligible to be Qualified Participants.

- 2. Promotion Period.** The Promotion Period will run from September 25, 2021 at 9:00 a.m. Pacific Time until 11:59 pm Pacific Time on October 31, 2021.
- 3. Consideration.** Sponsor will award each Qualified Participant a 9th Generation Apple 10.2-inch Wi-Fi iPad, 64 GB model. No substitution will be permitted except at Sponsor's discretion. The promotional consideration is nontransferable. Any and all promotional consideration-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution or transfer/assignment of promotional consideration to others is permitted. Acceptance of the promotional consideration constitutes permission for Sponsor to use the recipient’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 4. Prize Delivery:** Qualified Participants will receive their consideration via a link provided to the email address provided in registration within six (6) weeks of the end of the Promotion Period. Sponsor shall have no liability for a Qualified Participant’s failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If a Qualified Participant cannot be contacted or is ineligible and fails to claim the promotional consideration within thirty (30) days from the time award notification was sent, the prize may be forfeited.

5. **Conditions of Participation.** By registering for the Promotion, you agree to abide by these Official Rules and any decision Sponsor makes regarding this Promotion, which Sponsor shall make in its sole discretion. You also represent that you are not violating any third-party terms or policies, including those of your employer, by participating.
6. **Governing Law.** This Promotion and the rights and obligations of Sponsor and participants will be governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Santa Clara County.
7. **Personal Information; Privacy.** Information collected from entrants will be used for the purpose of conducting and marketing the Promotion and as well as the general uses established for such information in the Shopmonkey Terms of Service and Privacy Policy accessible from Shopmonkey.io.
8. **Sponsor.** Sponsor of this Contest is Shopmonkey, Inc. 5671 Santa Theresa Blvd. Suite 212, San Jose, CA 95123.
9. **Trademarks.** iPad is a trademark of Apple, Inc. No affiliation or sponsorship of Shopmonkey by Big Green Egg, Inc. is expressed implied.