



# ZOHKO CONTESTS OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR PARTICIPATE IN A ZOHKO CONTEST. YOU MAY ENTER CONTESTS FOR A CHANCE TO WIN A SAMPLE OF ZOHKO'S PRODUCTS. CONTESTS WILL BE HELD MONTHLY. YOU MAY ENTER AND WIN ONE OR MORE CONTESTS. WINNERS ARE SELECTED BY ZOHKO. PRIZES HAVE NO CASH VALUE.

THESE RULES ARE APPLICABLE TO ALL ZOHKO CONTESTS.

## SPONSOR INFORMATION:

Zohko Contests "Contest(s)" are sponsored by ZOHKO USA LLC, 4730 S. Fort Apache Rd. Suite 300, Las Vegas, NV 89147 "Sponsor." Each Contest entry must be submitted via social media with the hashtag corresponding to the Contest. For example, #zohkoworld is the hashtag corresponding to our first Contest. There is no limit to the amount of entries per person. Each winning entrant shall receive a coupon code for the product corresponding to the prize for the particular Contest that they have entered.

Use of automated entry devices or programs is prohibited.

Proof of entrant's submission of information (no matter which platform, software, hardware, or service used) is not considered proof of receipt by the Sponsor of such entry. Odds of winning depend on the number of eligible entries received and the total number of coupon codes made available for prizes. No entries will be returned. Acknowledgment of any entry, if any, does not constitute confirmation or validity of entry. Incomplete entries, and entries with incomplete contact information within their social media profiles may be disqualified, including the failure to include on the profile any or all of the following: (i) the entrant's first name, last name, email address, website, direct message address, zip code, age or birthday.

The total number of coupon codes available through any Contest may vary, but in no event shall there be fewer than 1 coupon code available. The number of coupon codes made available through a Contest in excess of such Minimum (and the number of winning entries to be selected) shall be at the sole discretion of the Sponsor.

**PRIZE:** Each winning entrant of a Contest shall be entitled to a coupon code for use on Zohko.com. There is no monetary value to the Prize. No substitutions or cash redemption of the Prize is permitted. The Prize is not assignable or transferable and may not be resold. Once coupon codes are used, there are no refunds or exchanges. Additional restrictions and conditions may apply.

## PRIZE DRAWING; CLAIMING PRIZES:

The potential Prize winners for each Contest will be selected by Zohko staff from all eligible entries received for that Contest. All winners and non-winners who entered on the Contest will be notified by social media posting or direct messaging on the platform of Zohko's choice.

A winning entrant must claim his/her coupon code by (i) contacting Zohko by phone, email, or direct message and use their coupon code in a purchase by Friday at 4:00pm (in such applicable time zone) the week after to the applicable Contest is closed. Only the person who entered the Contest and won may claim the Prize. A valid, un-expired photo identification of the winner may be required to claim the Prize. Unclaimed prizes (i.e., coupon codes not timely utilized) will be released and may be offered to another entrant for the

applicable Contest or used by Sponsor for any purpose. Each drawing will be conducted by the Sponsor, whose decision is final and binding on all aspects of each Contest.

Failure of a potential Prize winner to respond as referred to above may result in disqualification and the selection of another winning entrant from among all eligible entries received for the applicable Contest.

The Sponsor is not required to notify a potential Prize winner more than once.

#### **CONDITIONS, DISCLAIMERS, AND LICENSE:**

By entering a Contest, each entrant agrees to be bound by these Rules and by all decisions of the Sponsor (whose decisions are final and binding on all matters relating to the Contests), and to comply with all federal, state and local laws and regulations. In the event of an entrant or winner's noncompliance or demonstrated intent not to comply with these Rules, applicable laws for any reason, or such entrant or winner's inability to accept the Prize for any reason, their entry may be disqualified and/or the Prize and/or any Coupon Code may be revoked in the Sponsor's sole discretion, and an alternate winner may be selected in the Sponsor's sole discretion. The decisions of the Sponsor are final on all matters of fact, interpretation, eligibility, procedure and fulfillment. Entries are void if unreadable, inaccurate, incomplete, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Rules.

The Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Contests. Although the Sponsor attempts to ensure the integrity of the Contests, the Sponsor is not responsible for the actions of entrants or other individuals in connection with the Contests, including entrants' or other individuals' attempts to circumvent the Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contests. The Sponsor is not responsible for injury or damage to any entrant's or to any other person's computer(s), mobile device(s), or other equipment, related to or resulting from participation in the Contests or downloading materials from or using the Contest Site. If, for any reason, a Contest is not capable of running as planned for any reason including by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, computer, website or technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes that, in the sole opinion of the Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of a Contest, the Sponsor reserves the right, in its sole and absolute discretion, to modify these Rules and/or to cancel, terminate, modify, or suspend all or any part of such Contest, and in its sole discretion to select any one or more new potential winners from among all eligible entries received for such Contest up to the time of such cancellation, termination, modification, or suspension, as applicable. In the event that there are typographical errors that obscure the original intent of the Contests, the Sponsor reserves the right to cancel or modify the Contests appropriately. Notwithstanding anything to the contrary in these Rules, Sponsor reserves the right to discontinue or suspend any Contest at any time for any reason or no reason.

By entering a Contest and unless prohibited by law, each Prize winner hereby consents to use of his/her name, voice, personal photograph, submitted photographs and/or likeness for any advertising or publicity purposes for the company, company's products in general, or for the Contest and/or future contests without compensation and the winner and/or guest may be required to provide a signed release acknowledging such consent, unless restricted by law. Moreover, by entering a Contest, unless prohibited by law, each Prize winner agrees to grant to the Sponsor, and its licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation, on promotional or advertising materials or the World Wide Web, at any time or times, the Prize winner's name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and/or promotional purposes without any compensation; and further without any compensation, each Prize winner agrees to appear in, or provide biographical information for use in, any presentation or other activity, which may include filming and/or audio, video, electronic or other recordings and/or interviews, as may be determined from time to time by the Sponsor in its sole discretion.

By entering a Contest and voluntarily providing his/her personal information, each entrant consents and agrees to the Sponsor's collection and use of the entrant's information for the administration of the Contest and the Zohko business and agrees to Sponsor's use of entrant's information for the purpose of contacting entrant in relation to the Contest. For the avoidance of doubt, entrants are

providing information to the Sponsor. The entrant will have the option to opt-out of future emails (other than the above-referenced notifications regarding any Contest entered).

#### **RELEASE AND INDEMNIFICATION:**

By entering a Contest, each entrant releases and holds harmless the Sponsor, Joint Operator, social media platforms used or referenced in connection with the promotion of the Contest, any operator or distributor of an associated App, and each of their respective affiliates, parents, subsidiaries, lenders, advertisers, promotional agencies, directors, members, successors, sponsors, partners, licensees, officers, agents, employees, artists, advisors, successors and assignees, and each individual or entity associated with the development and execution of the Contests, from and against any and all losses, damages, rights, claims, and actions of any kind arising in whole or in part, directly or indirectly, from (a) any failure of a Contest to be conducted for any reason; (b) the actions of entrants or any other individuals in connection with any Contest; (c) injury or damage to such entrant's or other individual's computer(s), mobile device(s), or other equipment as a result of participation in a Contest; (d) any loss or disclosure of entry or App registration data; (e) any one or more of the Contests or participation in any Contest-related activity; or (f) acceptance, possession, use, or misuse of any Prize awarded in connection with any Contest, including without limitation claims based on negligence, breach of contract or liability for physical injury, death, or property damage.

#### **LIMITATION OF LIABILITY:**

The Contests, all Prizes, and all materials provided on the Contest Site, App or through the Contests (or in marketing or promotions, therefor) are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

WITHOUT LIMITING THE RELEASE GRANTED BY ENTRANTS HEREIN, BY ENTERING A CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH A CONTEST, OR ANY PRIZE AWARDED, WHETHER BETWEEN SUCH ENTRANT WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND NO SUCH DISPUTE, CLAIM OR CAUSE OF ACTION MAY BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED; (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES; LOST REVENUES; AND/OR LOST PROFITS, AND UNDER NO CIRCUMSTANCES WILL ANY ENTRANT HAVE ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; (3) NO AWARD OR DECISION SHALL BE GIVEN PRECLUSIVE EFFECT AS TO THE ISSUES OR CLAIMS IN ANY DISPUTE WITH ANYONE NOT A PARTY TO THAT DISPUTE OR LITIGATION AND (4) ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO ENTRANTS IN SUCH JURISDICTIONS.

#### **GOVERNING LAW:**

These Rules are governed by and shall be construed in accordance with the laws of the State of Nevada (without regard to conflicts of law principles).

#### **MISCELLANEOUS:**

If any provision of these Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Rules or any provision hereof.

Rev. January 15, 2019

