## NO PURCHASE NECESSARY. Ends 1:00 PT 2/28/24. 50US/DC, 18+

Rules https://april-julian.squarespace.com/april-julian-x-sharp-sweepstakes-rules. Void where prohibited

## April Julian x Sharp Countertop Microwave Oven and Air Purifier Giveaway Official Rules

## NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING

**ELIGIBILITY**: OPEN ONLY TO LEGAL RESIDENTS OF, AND RESIDING IN, THE FIFTY (50) UNITED STATES & THE DISTRICT OF COLUMBIA, 18 OR OLDER. VOID WHERE PROHIBITED. Employees (and their immediate families (spouse, and parents, children and siblings and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) April Julian Cakes Inc. ("Sponsor"), and their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final on matters. Subject to all applicable federal, state and local laws.

**HOW TO ENTER:** Between 9:00 a.m. Pacific Time ("PT") on February 27, 2024, and 1:00 p.m. PT on February 28, 2024 ("Sweepstakes Period"), to enter, find the Sweepstakes post by Sponsor on Facebook or Instagram Story about in which she includes a video showing both the real microwave and cake microwave and gives eligible individuals the opportunity to guess which is the real microwave. Those who guess correctly during the Sweepstakes Period will be eligible for the drawing. Limit one (1) entry per person, regardless of platform on which they entered. If you do not already follow Sponsor on Instagram and/or like the post on Facebook, you must do so in order to be eligible. Entries must be received by 1:00 p.m. PT on February 28, 2024. Entries generated by script, macro or other automated means or by any means which subvert the entry process or in excess of the stated entry limit will be void. Entries become the sole property of Sponsor. If you do not have an Instagram and/or Facebook account, establishing an account is free. All Instagram or Facebook terms apply (as applicable). You can unfollow any or all required handles any time after the winner has been announced.

**ENTRY REQUIREMENTS:** Entry must be in keeping with Sponsor's image and not be offensive or inappropriate, as determined by Sponsor in its sole discretion. Entry must not defame or violate or infringe upon the rights of any person or entity. Sponsor reserves the right to disqualify any entry and remove any comment that it determines, in its sole discretion, is not in compliance with these Official Rules.

**DRAWING / ODDS:** Potential winner will be selected in a random drawing held on or about February 28, 2024 from all eligible entries received. Odds of winning depend on the number of eligible entries received.

**WINNER NOTIFICATION:** Potential winner will be notified by direct message or comment on the Sweepstakes post. If potential winner cannot be contacted within 48 hours, any required documents are not returned within the specified time period, or potential winner is not in compliance with these rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner will be selected. Only three (3) alternate winners will be selected; after which, prize shall remain unawarded, at Sponsor's discretion.

PRIZE: One prize will be awarded. Winner will receive a Sharp Countertop Microwave Model SMC0710BB in Black, (approximate Retail Value: \$79.99), and their choice of one (1) of the following Sharp Plasmacluster® Ion Air Purifiers: Model KCP70UW Smart Air Purifier with Humidifier (approximate Retail Value \$679.99); Model FXJ80UW Smart Air Purifier for XL-Room (approximate Retail Value \$649.99); or Model FPK50UW Air Purifier for Medium Rooms (approximate Retail Value \$229.99). Prize is awarded "as is" with no warranty or guarantee, either express or implied. Winner is not permitted to transfer, assign or substitute prize or redeem prize for cash. Sponsor reserves the right to substitute prize of comparable or greater value. Winner is responsible for all federal, state and local taxes as well as any costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Allow 4-6 weeks for receipt of prize. Prizes will only be mailed to an address within the 50 U.S. & DC.

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**PUBLICITY GRANT:** Except where legally prohibited, by acceptance of a prize, winner grants permission for Sponsor and their respective designees to use his/her name, handle, address (city and state), photograph (including, but not limited to, profile photo), voice and/or other likeness and prize information for advertising, trade and promotional purposes, in all media now known or hereafter discovered, in any manner, worldwide in perpetuity, without notice, review, approval or compensation.

**GENERAL CONDITIONS:** Entrant, by participating, agrees that Sponsor, Sharp Electronics Corporation, Meta Platforms Inc. (dba Facebook and Instagram), and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize(s) or participation in this Sweepstakes. Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered or garbled entries, comments, messages, mail, email or other communications of any kind; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries or votes, the announcement of the prize or in any Sweepstakes -related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to person's computer or other device related to or resulting from participating in this Sweepstakes or use of the platform. Persons who tamper with or abuse any aspect of the Sweepstakes or platform or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries. Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

**DISPUTES:** This Sweepstakes shall be governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of law provisions. Entrants hereby agree that any and all disputes, claims. causes of action, or controversies ("Claims") arising out of or in connection with this Game or these Official Rules shall be resolved, upon the election by entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the Judicial Arbitration and Mediation Services, Inc. ("JAMS") or the American Arbitration Association ("AAA"), as selected by the entrant. In addition to JAMS or AAA, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by entrant and Sponsor, or to an arbitration organization or arbitrator(s) appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. Sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the restrictions on arbitration provision set forth below. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision

in these Official Rules and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply.

**WINNERS LIST:** To receive the name of the winner, send a direct message to Influencer on Instagram or Facebook, by no later than 30 days following the end of the Sweepstakes.

SPONSOR: April Julian Cakes Inc. 2255B Queen Street East, Unit 129, Toronto, ON. M4E 1G3, Canada.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, or any other social media platform. Any questions about the Sweepstakes should be sent to Sponsor and not Instagram, Facebook, or any other social media platform.