

## Official Rules

By checking here and populating the Customizable Official Rules, on behalf of myself and on behalf of any entity for which I am acting (together referred to as "Customer"), Customer accepts all risks and acknowledges that promotional Christmas Giveaway come with complicated and ever-changing legal regulations and restrictions, Customer understands that it should obtain legal guidance from an experienced attorney before conducting a promotional Christmas Giveaway and populating the Official Rules, and Customer hereby agrees to hold harmless and indemnify Golden Rush Espresso and its contributors for any loss, damage, or legal liability associated with Customer's use of the Customizable Official Rules.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**1. Eligibility:** This Christmas Giveaway is open only to those who sign up at the (<https://m.cmpgn.page/WZxJBL>) Campaign and who are 18 as of the date of entry. The Christmas Giveaway is only open to legal residents of California and is void where prohibited by law. Employees of Golden Rush Espresso, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Christmas Giveaway. The Christmas Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, the Contestant ("You") agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of Golden Rush Espresso as final and binding as it relates to the content of this Christmas Giveaway.

**3. Christmas Giveaway Period:** Entries will be accepted online starting on November 29, 2024, at 12:00am and ending December 20, 2024, 6:00pm. All online entries must be received December 20, 2024, 5:00pm.

**4. How to Enter:** The Christmas Giveaway must be entered by submitting an entry using the online form provided at (<https://m.cmpgn.page/WZxJBL>) Campaign. The entry must fulfill all Christmas Giveaway requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Golden Rush Espresso.

You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Golden Rush Espresso.

**5. Prizes:** The Winner(s) of the Christmas Giveaway (the "Winner") will receive \$200 in cash.

The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others by Winner is permitted. Acceptance of prize constitutes permission for Golden Rush espresso to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner Selection and Notification:** Winner will be selected by community vote under the supervision of Golden Rush Espresso. Winner will be notified by email within two (2) days following selection of Winner. Golden Rush Espresso shall have no liability for Winner's failure to receive notices due to spam, junk email, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 5 days from the time award notification was sent, or fails to timely return a completed and executed oath as required, the prize may be forfeited and an alternate Winner selected. Receipt by the Winner of the prize offered in this Christmas Giveaway is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (GOLDEN RUSH ESPRESSO'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CHRISTMAS GIVEAWAY, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Golden Rush Espresso, anyone acting on behalf of Golden Rush Espresso, and Golden Rush Espresso's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Christmas Giveaway, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. Without any further compensation, notice, review, or consent. By entering this content, you represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of Golden Rush Espresso. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Golden Rush Espresso from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Golden Rush Espresso may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**9. Terms & Conditions:** Golden Rush Espresso reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Christmas Giveaway should virus, bug, non-authorized human intervention, fraud, or other cause beyond Golden Rush Espresso's control corrupt or affect the administration, security, fairness, or proper conduct of the Christmas Giveaway. In such case, Golden Rush Espresso may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Golden Rush Espresso. Golden Rush Espresso reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Christmas Giveaway or website or violates these Terms & Conditions. Golden Rush Espresso has the right, in its sole discretion, to maintain the integrity of the Christmas Giveaway, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Christmas Giveaway rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Christmas Giveaway may be a violation of criminal and civil laws. Should such an attempt be made, Golden Rush Espresso reserves the right to seek damages to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering, You agree to release and hold harmless Golden Rush Espresso and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability,

illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Christmas Giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS CHRISTMAS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Christmas Giveaway, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Christmas Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Christmas Giveaway). Participant further waives all rights to have damages multiplied or increased.

**12. Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Golden Rush Espresso 1313 N. Foothill Drive, Yreka CA 96097. Requests must be received no later than 12/31/2024 at 12:00 pm noon.

**13. Sponsor:** The Sponsor of the Christmas Giveaway Golden Rush Espresso 1313 N. Foothill Drive, Yreka CA 96097. Physical Address 827 S. Main St, Yreka Ca 96097

**14. Facebook:** *If you use Facebook to communicate or administer a contest or sweepstakes, include the following:* The Christmas Giveaway hosted by Golden Rush Espresso is in no way sponsored, endorsed, administered by, or associated with Facebook.

**15.** By checking here, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.