

National Parents Day Off Epic Prize Giveaway

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING PROMOTION IS VALID ONLY IN THE (50) UNITED STATES AND DISTRICT OF COLUMBIA (D.C.), AND IS OPEN ONLY TO ELIGIBLE ENTRANTS AS DESCRIBED IN THE RULES BELOW. VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR. DO NOT PARTICIPATE IN THE PROMOTION IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Promotion Name: National Parents Day Off Epic Prize Giveaway (the “**Promotion**”).

1. PROMOTION DATES: Promotion is scheduled to begin at 12:00:01 am Eastern Time (“ET”) on September 13, 2021 and ends at 11:59:59 pm ET on September 14, 2021 (the “**Submission Period**”). The Promotion Sponsor’s computer system shall be the official timekeeper. The Promotion is subject to all applicable federal, state and local laws and regulations.

2. ELIGIBILITY: Promotion is open only to legal residents of, and who are physically located within, the fifty United States and District of Columbia, who are age 21 or older as of date of entry, and have a valid U.S. driver’s license or government issued ID. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. Employees, independent contractors, officers, and directors of the Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Promotion. PROMOTION IS VOID OUTSIDE OF THE 50 U.S. STATES AND D.C. AND WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

3. HOW TO ENTER: To enter the Promotion, you must complete the following steps during the Submission Period:

Create an original photo or video demonstrating that you are a parent in need of a day off (“**Photo Entry**”)

Post your original Photo Entry using one of the following methods:

1. Instagram.
 - a. Access the Instagram application on your compatible mobile or desktop device.
 - b. Post your original Photo Entry through your own Instagram account including any optional description of why you are a parent in need of a day off in the comments, tagging the Sponsor (@Epic4kids) and using the hashtags #NationalParentsDayOff #Contest (the “**Post**”).
2. Twitter

- a. Access the Twitter application through your compatible mobile or desktop device.
- b. Post your original Photo Entry through your own Twitter account including any optional description of why you are a parent in need of a day off in the tweet of 280 characters or less, tagging the Sponsor (@Epic4kids) and using the hashtags #NationalParentsDayOff #Contest (the “Post”).

BY SUBMITTING A POST, ENTRANT ACKNOWLEDGES THAT HIS/HER PHOTO ENTRY MAY BE POSTED ON SPONSOR’S CHANNELS AND VIEWABLE BY THE PUBLIC.

To enter the Promotion using Instagram, you must be an active holder of a non-private Instagram account (holders of private accounts are not eligible to participate). If you do not have the Instagram application, you may download it through the application store on your mobile device. The Instagram application is free, and Instagram’s Terms of Use apply. For details, visit <http://instagram.com/legal/terms/>.

To enter the Promotion using Twitter, you must be an active holder of a non-private Twitter account (e.g., you must make sure your tweets are set to “public” and not “private”). If you do not have the Twitter application, you may download it through the application store on your mobile device. The Twitter application is free, and Twitter’s Terms of Use apply. For details, visit <http://twitter.com/tos>.

All Photo and Video submission and entries must be submitted by 11:59:59p PT on September 14, 2021 to be eligible. Each entry requires a unique photo or video that has not previously been entered in the Promotion. Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person’s name, Instagram or Twitter account or photo, or any to obtain more than the stated number of entries allowed by using same, multiple/different emails, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically produced or automated entries permitted. False and/or deceptive entries or acts, including misrepresentation of age, shall render such entries ineligible.

4. SUBMISSION ELIGIBILITY: Posts that are submitted in connection with the Promotion will only be eligible if such Post (a) complies with each of the steps outlined above under “How to Enter” and with these Official Rules, (b) contain only the original content of the Entrant, (c) do not reference or depict any other company or product which competes with Sponsor, (d) do not contain content that is unlawful, hateful, discriminatory, racially inflammatory, offensive, obscene, or morally or legally objectionable, in the Sponsor’s sole discretion, (e) do not contain false or defamatory statements about any person or any third party; (f) do not include any other identifiable individual other than the individual entrant unless prior express consent is obtained from such individual; (g) does not include any other identifiable individual under the age of 18 unless the Entrant is the parent or legal guardian of such individual; (h) not include trademarks, logos, or copyrighted material not owned by entrant or material that is used without permission (including but not limited to company names, photographs, works of art, or images published on any media) or that otherwise infringes or violates the rights of any third party (including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, or any other intellectual property rights); and (i) adheres to the Instagram terms of use as set forth on the Instagram website at: <http://instagram.com/about/legal/terms/>, and/or the Twitter terms of use as set forth at <https://twitter.com/tos>, as applicable. All entries should be appropriate to the Sponsor’s brand image (in Sponsor’s sole discretion).

Any other individuals (if any) included in a Photo Entry must provide Entrant with express consent and permission for their images to be included and submitted in the Promotion, and such Entrant is solely responsible for obtaining all authorizations or approvals. By submitting a Post containing the likeness of an identifiable individual under the age of 18, Entrant represents and warrants that Entrant is the parent or legal guardian of such individual and provides the requisite consent for such Post to be viewed publicly on Instagram, Twitter and the Channels.

The Sponsor reserves the right, in its sole discretion, to disqualify Posts which Sponsor determines at any time in its sole judgment fail to meet any of these criteria.

5. USE OF PHOTO ENTRY / POST / SUBMISSIONS: Submitted Photo Entries will appear on Instagram under the hashtags #NationalParentsDayOff #Contest. Sponsor may share submitted Photo Entries and Posts on Sponsor's social media channels (including Instagram and Twitter), websites (including <https://getepic.com>) and/or other channels owned or controlled by Sponsor (collectively, the "Channels").

By submitting the Post (and associated Photo Entry) in connection with the Promotion, each Entrant automatically represents that s/he has sole and exclusive ownership and proprietary rights of all images submitted; has full permission of all parties featured within the Photo Entry to publish and release their images and actions shown within the Photo Entry; and agrees that each Photo Entry and Post becomes the sole and exclusive property of Sponsor, and Sponsor may publish, display, promote, or utilize Post and Photo Entry (in whole or in part) in any manner of its choosing in relation to the promotion or advertising of the Promotion. Online entry into the Promotion and/or entry of any Photo Entry, constitutes permission for the Sponsor and its designees to use that Entrant's Photo Entry, Instagram or Twitter username, name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. Under no circumstances will Sponsor be required to treat any Post as confidential. Where lawful, Winner may be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release as a condition to receipt of a Prize.

6. PRIVACY: Any personal information collected in connection with the Promotion shall be used in a manner consistent with these Official Rules and with Sponsor's Privacy Policy as posted at <https://www.getepic.com/privacy>. By participating and submitting an entry, Entrant agrees that Sponsor is authorized to contact entrant via email, mail, phone, Instagram, Twitter or any other form of media to make Entrant aware of information pertinent to the Promotion, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers. Entrant may opt-out of any further email communication at any time by simply clicking UNSUBSCRIBE to any email message or following the provided opt-out instructions.

7. PRIZE:

First Prize Award (Maximum one hundred (100) winners): Each first prize winner shall receive one (1) [\$100 gift certificate to Wine.com and/or a local restaurant or food delivery service] ("Prize"), subject to conditions specified in these Official Rules. ARV of each first prize award: \$50. ARV of all available first prize awards: \$5,000.

Odds of winning a Prize are affected by the number of eligible entries received during the Promotion Period.

Additional Special Gift. In the sole discretion of the Sponsor, one or more of the Winners may be selected as eligible to receive an additional special promotional gift provided by Sponsor and/or third-party partners ("**Special Gift**"), conditioned upon Winner's timely return of an affidavit of eligibility, release of liability and publicity release and other documentation. The nature and ARV of the Special Gift shall vary. Winner's acceptance of the Special Gift and/or any of the conditions or releases associated with receipt of Special Gift shall have no bearing on eligibility to receive the Prize. Sponsor reserves the absolute right to determine whether a Special Gift shall be offered, the number and type of Special Gift(s) that may be made available, and the selection of the potential recipient of the Special Gift(s), in Sponsor's sole and absolute discretion. There is no guarantee that any Special Gift(s) will be offered to any Winner(s).

In order to receive a Prize or Special Gift, the winner may be required to provide proof of identification, including name, physical address and date of birth, proof of eligibility and other documentation in accordance with the procedures in Section 8 below.

All gift cards and gift certificates are subject to the terms and conditions of the issuer.

All other costs and expenses related to prize acceptance, delivery, redemption or use not specified herein as being provided are the sole responsibility of winner. All income, federal, state and local taxes are the winner's sole responsibility. Sponsor reserves the right to substitute a Prize with one of comparable or greater value, at its sole discretion. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Failure to collect or properly claim Prize in accordance with these rules will result in forfeiture of the Prize. If forfeited for any reason, participant will not receive any other prize substitution or compensation, and the Prize will remain the property of Sponsor and will not be awarded, except as provided herein.

8. DETERMINATION OF PRIZE WINNERS: On or about September 16, 2021, a panel of judges as solely determined and appointed by Sponsor shall review, select and designate a maximum of one hundred (100) first prize winners ("**Winners**") from among all eligible Photo Entries and Posts. Each Winner is eligible to receive a Prize (see Prize descriptions above), subject to verification of eligibility and compliance with these Official Rules.

There is a maximum of one (1) Prize award per person or household. If eligible entries are less than the scheduled number of Prizes available, then associated Prize award(s) shall not be awarded.

Judging Criteria: Photo Entries and Posts shall be judged by a Sponsor-appointed panel of judges based on the following criteria:

- Post and Photo Entry that are deemed to depict the best representation of being a Parent in Need of a Day Off;
- Post and Photo Entry that demonstrate creativity, fun, originality, humor and/or other inspiration;
- Post and Photo Entry that are appropriate to, and align with, the Sponsor's brand image;
- Clarity, quality and visual appeal of Photos Entry.

All decisions of the judging panel are final.

9. WINNER NOTIFICATION: Each Winner will be notified initially via comment to the Entrant's Instagram or Twitter account associated with the winning Post and/or via direct message to the Instagram or Twitter username associated with the Post. The award of an additional Special Gift (if any) may be announced on Instagram and Twitter in connection with a Winner notification, or before or after a Winner notification.

Some or all of the Winner's Posts will be immediately featured on Sponsor's Channels, at Sponsor's discretion. The Sponsor will allow only those Posts that meet all of the criteria set forth in Section 8 above, in the sole discretion of the Sponsor, to be posted on the Channels. As an Entrant, you hereby consent to the use of your Post and your Instagram or Twitter username in connection therewith, to be displayed on Sponsor's Channels.

All of the following will apply to each Winner in order to claim a Prize and Special Gift (if awarded): (1) Winner may be required to complete and return the a prize acceptance form, including an affidavit of eligibility and a liability/publicity release (where permitted), as set forth below; (2) Winner may be required to present a copy of a valid social security card and a valid driver's license or government issued photo ID as a condition of participating or receiving any Prize or Special Gift; and (3) Winner will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all Prizes and Special Gifts awarded.

10. CLAIMING A PRIZE OR SPECIAL GIFT: The receipt of a Prize and, potentially, an additional Special Gift (if awarded), is conditioned upon Winner completing the necessary steps set forth below and to otherwise comply with these Official Rules.

Within two (2) business days of Sponsor's notification of the Winners and winning Posts via Instagram or Twitter, the Winner must provide Sponsor with Winner's (i) full name, (ii) email address, and (iii) phone number. The Winner will then receive official Winner notification and Prize acceptance form and instructions (and Special Gift acceptance instructions, if awarded) via email delivery. Winner must return the Prize acceptance form and required information within all required affidavits within one week of receipt.

The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify any Winner, including failure to receive notices from the Sponsor, failure due to a Winner's spam, junk e-mail or other security settings or for a Winner's provision of incorrect or otherwise non-functioning contact information. Sponsor is not responsible for changes to Winner's contact information. If any Winner cannot be contacted, is ineligible, fails to claim the Prize within the time frame noted herein, or fails in timely return of a completed and executed Prize acceptance form as required, the Prize may be forfeited and Sponsor may, but is not obligated to, select an alternate Winner from among the remaining eligible entries (time permitting).

Note: email and phone messages will not be left during the Winner notification and Prize acceptance process. Any disqualified entrant will not receive any alternate Prize substitution or compensation.

Decisions of the Sponsor in the selection and determination of the Prize Winners and all matters relating to this Promotion are final and binding.

11. **ADDITIONAL RULES AND CONDITIONS:** The Sponsor, Instagram, Twitter, and each of their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the “Released Parties”) are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (a) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (b) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (d) any acts of God, any actions, regulations, orders, or requests by any governmental entity, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause or condition beyond Released Parties’ sole control; (e) any printing or typographical errors in any materials associated with the Promotion; or (f) the administration or execution of the Promotion, the cancellation of the Promotion, the processing of entries or in the announcement of the Prizes or Winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Promotion.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant’s participation in this Promotion, or the acceptance, possession or use/misuse of any Prize or Special Gift, or participation in activities related to the Prize or Special Gift (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Sponsor reserves the right to cancel, modify, reschedule or terminate the Promotion for any reason including, but not limited to acts of God, pandemics, force majeure, government regulatory action or ruling, fraud, misconduct, or if any technical failures destroy or threaten the integrity of the Promotion, in the opinion of the Sponsor, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Promotion as determined by Sponsor, in their sole discretion. In the event of early termination of the Promotion, Sponsor reserves the right to determine prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor, which shall be final in all matters relating to this Promotion. In the event an entrant wins a Prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the Prize if such violation is discovered after Winner has used the prize. Participation in Promotion constitutes permission for the Sponsor and its designees to use entrants’ names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor reserves the right to request from any entrant at any time proof, in a form acceptable to Sponsor, of any permission required or possibly required to use such entrant’s Photo Entry. Failure to provide such proof, if requested, may disqualify such Photo Entry from the Promotion.

In the event of a dispute as to any Post or Photo Entry, the authorized account holder of the Instagram or Twitter account used to submit the Post will be deemed to be the Entrant and s/he must be eligible according to these Official Rules. The “authorized account holder” is the holder of the Instagram or Twitter account name used to submit the Post. Proof of being the authorized account holder may be required.

IN CASE OF DISPUTES: Unless otherwise prohibited by law, as a condition to participating in the Promotion and receipt of the Prize or Special Gift awarded by this Promotion, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and will be determined by final and binding individual dispute resolution under the applicable rules of the American Arbitration Association; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California.

Official Rules & Winners List: To obtain the first name, last initial, city and state of any Winner after the Winner selection date, send a self-addressed stamped envelope to Epic Creations. 702 Marshall Street Suite 280 **Redwood City**, CA 94063. Requests for Winner lists must be received no later than 90 days from the end of the applicable Promotion Period.

NOTE: This Promotion is not affiliated with or sponsored, sanctioned, or endorsed by or in any way in association with Instagram, Twitter, Wine.com, brands included in the Mindy Weiss-curated gift baskets or any other Prize partner other than Sponsor. Instagram has no liability or responsibility for any claim arising in connection with this Promotion or any Prize(s) awarded in connection therewith. Any questions, comments, or complaints regarding the Promotion must be directed to Sponsor, and not to Instagram or any Prize Partner. You are providing your information to Sponsor and not to Instagram or Twitter. ANY VIOLATION OF THESE OFFICIAL RULES OR INSTAGRAM’S TERMS OF USE OR TWITTER’S TERMS OF SERVICE BY ANY ENTRANT MAY RESULT IN DISQUALIFICATION, AND ALL PRIVILEGES (INCLUDING THOSE AS WINNER, IF APPLICABLE) WILL BE IMMEDIATELY TERMINATED.