

Zenpack x Haptik: White Label Expo 2022 Consultation Giveaway
OFFICIAL RULES

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

1. SPONSOR: This promotion (the “Sweepstakes”) is sponsored by ZENPACK, 1070 Stewart Drive, Suite 4, Sunnyvale, CA 94085 (“Zenpack”), and is in no way sponsored, endorsed, or administered by, or associated with, Instagram, and is subject to the following terms and conditions. The Sweepstakes is administered by Zenpack.

2. ELIGIBILITY:

Sweepstakes open to legal residents of the fifty (50) United States and District of Columbia (excluding Rhode Island, Guam, Puerto Rico, the U.S. Virgin Islands, U.S. military installations in foreign countries, or in any other U.S. territories or possessions), except where prohibited or restricted by law. Entrants must have attained the age of majority in their state of residence (usually at least eighteen (18) years of age) at time of entry, possess a valid form of unexpired government-issued photo identification, and have a valid email address. Invalid or ineligible entries will be excluded from consideration. Employees of Sponsors, their respective parents, subsidiaries, affiliated companies, advertising, promotion, or production agencies, any companies who are promotional participants or prize providers, web masters and web suppliers, and the foregoing employees’ household or immediate family members (defined as parent, spouse, child, sibling, or grandparent) are NOT eligible to enter Sweepstakes. By their submission of entry, entrants warrant they are legally entitled and authorized to make such submission, either on their own behalf, or as to information submitted upon the express authorization of another on whose behalf the information is submitted. In the event of a dispute as to the winner’s identity for online entries received from multiple users having the same email account, entries will be deemed made by the authorized subscriber of the mail account associated with the entry. The authorized account subscriber is the natural person who is assigned the email address by the internet service provider (ISP), on-line service provider, or other organization responsible for assigning email addresses.

3. TIMING: Sweepstakes begins at 010:00 a.m. Pacific time on 5/25/2022 and ends at 04:00 p.m. Pacific time on 5/26/2022 (“Sweepstakes Period”). Zenpack’s computer will be the official time clock for the Sweepstakes.

4. HOW TO ENTER: Enter online on Instagram by submitting an image taken at White Label Expo Las Vegas with one of the Zenpack filters, share the image and tag @zenpack_us #haptikgiveaway. NO LIMIT TO ENTRIES. Use of automated devices or methods of submission are not valid forms of entry. Entries become the property of the Sponsor and will not be acknowledged or returned.

5. PRIZES AND ODDS:

One winner will receive one branding or design services consultation. The prize has an approximate retail value of \$5,000.00.

Winner must reside at an address in an eligible state, and fulfillment of consultation may take up to six to eight weeks, dependent on and up to Sponsor's discretion. The odds of winning will be determined by the number of eligible entries received.

Prize(s) cannot be transferred, assigned, substituted, or redeemed for cash, and must be accepted as awarded, but Sponsor reserves the right to substitute any prize with a prize of equal or greater value should an advertised prize become unavailable for any reason. Prize(s) will not be fulfilled outside the United States and District of Columbia, and will not be fulfilled in Rhode Island, Guam, Puerto Rico, the U.S. Virgin Islands, U.S. military installations in foreign countries, in any other U.S. territories or possessions, or where prohibited or restricted by law.

6. DRAWING:

One winner will be selected by random drawing from all valid eligible entries received. Drawings will be held on or shortly after 6/1/22. Drawings will be conducted by Zenpack, whose decisions on all matters related to the Sweepstakes will be final and binding and within its sole discretion. Winning is contingent upon compliance with all terms and conditions set forth in these official rules; any entry drawn or any potential winner identified thereby found at any time to fail to comply with these official rules will be held invalid and ineligible for award.

7. NOTIFICATION:

Potential winner(s) will be notified through direct message on Instagram or email by 6/10/22. Each potential winner so notified must acknowledge and respond to Sponsor's inquiry within three (3) business days of attempted notice of prize award. If a potential winner fails to comply with the requirements of this paragraph (or if a prize notification, or if the potential winner is found to be ineligible or not in compliance with these Official Rules, such prize will be forfeited, in which case the prize will be awarded to an alternate winner by random drawing.)

To obtain any legally-required winners list, send a self-addressed envelope with sufficient prepaid postage to: Zenpack x Haptik: White Label Expo 2022 Consultation Giveaway, c/o, 1070 Stewart Drive, Suite 4, Sunnyvale, CA 94085. (Residents of Vermont do not have to include return postage.)

8. PRIVACY POLICY:

By participating in the Sweepstakes, you acknowledge and agree that Zenpack may collect any personal information and survey responses submitted by you and that Sponsors may use the information pursuant to Zenpack's standard privacy policy, the terms of which can be found at <https://www.zenpack.us/privacy-policy>, which terms and conditions entrants accept and agree to by submission of entries pursuant to these official rules. Each entrant/winner also understands and agrees that he/she is providing information to Sponsor and not to Instagram.

9. RELEASE:

By participating in the Sweepstakes and/or accepting a prize, an entrant/winner agrees to defend, release and hold harmless the Sponsor and Instagram, and their respective parents, subsidiaries, affiliates, divisions, advertising, production and promotion agencies, any companies who are promotional participants or prize providers, web masters and web suppliers, and the foregoing companies' officers, directors, shareholders, employees, representatives and agents (collectively

“Releasees”) from and against any actions, claims and/or liability for injury, loss or damage of any kind to persons, including death, or property (including the violation or infringement of any proprietary or personal right of any individual or entity) resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes, and/or the use, acceptance, or possession of a Sweepstakes prize, and/or participation in a Sweepstakes prize-related activity, including any action, claim or liability arising from the unauthorized submission of any information, and/or for any printing, production, technical, typographical, human or other error in the printing, offering or announcement of any prize.

By participating in the Sweepstakes and/or accepting a prize, an entrant/winner consents to and gives Zenpack the right to use, publish, and display a winner’s (and where applicable an entrant’s) name, likeness, city and state, and prize awarded, for the purpose of advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, and on the Web, in perpetuity, without review, notification or approval, and without additional consideration, unless prohibited by law.

10. LIMITATIONS OF LIABILITY:

Entrants agree that by participating in the Sweepstakes they release the Releasees from any liability in connection with: (a) Entries that are ineligible as a result of being lost, late, illegible, damaged, incomplete, inaccurate, delayed, unintelligible, non-delivered, stolen, postage due, or misdirected, or the failure to capture any such information; (b) Any typographical or other human or technical errors in the offer or administration of the Sweepstakes, including but not limited to errors in advertising, these official rules, the selection and announcement of a winner(s), or the distribution/awarding of a prize(s); (c) Any omission, interruption, deletion, defect, delay, misdirection, damage, availability, accessibility, miscommunications, injury, technical malfunctions or traffic congestion on the Internet/telephone network, or at any website, satellite, computer, telephone, cellular or cable transmissions or lines, or any combination thereof; (d) The unauthorized access to, or alteration of entries; (e) Jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; and (f) Damage to an entrant or other person’s system or equipment occasioned by participation in this Sweepstakes or downloading materials from the Sweepstakes website, or any combination thereof. Persons who tamper with or abuse any aspect of the Sweepstakes or website, as solely determined by the Zenpack, will be disqualified (and all associated entries will be void), and Sponsors reserve the right to terminate such entrant’s eligibility to participate in this or any other promotion offered by Sponsors. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified.

Zenpack reserves the right to modify these rules for clarification purposes without materially affecting the term and conditions of the Sweepstakes. In the event that the Sweepstakes is infected by a computer virus/worm/bug, or is not capable of running or being executed as planned (as a result of but not limited to an error, omission, defect, delay, misdirection, tampering, unauthorized intervention, fraud, action of entrants, or technical failure) or any other cause which in the sole opinion of Zenpack corrupts or affects the administration, security,

fairness, integrity, or proper conduct of the Sweepstakes, Zenpack reserves the right in their sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify or suspend the Sweepstakes. In the event of such cancellation, termination, modification or suspension, notice thereof will be posted at the entry website(s) mentioned above, and winner(s) will be determined solely by Zenpack in a random drawing from among all eligible non-suspect and/or non-disqualified entries prior to action taken or as otherwise deemed fair and appropriate by Zenpack. In such event, Releasees will have no liability to any entrant who is disqualified due to such an action. Failure to enforce any term of these official rules will not constitute a waiver of that provision.

IN NO EVENT WILL THE RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF, OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM, INSTAGRAM OR ANY RELEASEE'S WEBSITE(S). WITHOUT LIMITING THE FOREGOING, EVERYTHING ON INSTAGRAM AND THE RELEASEES' WEBSITE(S) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. LAW:

Subject to all federal, state, and local laws and regulations. Void where prohibited or restricted. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or Sponsors in connection with any drawing or award, will be governed by, and construed in accordance with the laws of, the State of California, without regard to conflict of law principles. Any cause of action by you with respect to the offer (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in above. The language in these official rules shall be interpreted as in accordance with its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with the offer of these official rules shall be brought solely in Santa Clara County, California. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.