## **OFFICIAL RULES**

## Lattice Best of Resources for Humans Sweepstakes - U.S. Apple® AirPods Max™ Giveaway

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED BY LAW.

- Agreement to Official Rules. Participation in the Lattice Best of Resources for Humans Apple® AirPods Max<sup>™</sup> Giveaway Sweepstakes (the "Sweepstakes") constitutes the Participant's (defined below) full and unconditional acceptance of these official rules ("Official Rules") and Participant's agreement that the decisions of the Sponsor (defined in Section 3) is final and binding.
- 2. How to Enter. Participants may enter the Sweepstakes beginning on December 12, 2023 at 10:00 a.m. (PT) and the Sweepstakes will end on December 12, 2023 at 12:15 p.m. (PT) ("Entry Period"). All entries must be received during the Entry Period to be eligible to enter the Sweepstakes or win the prize. Only individuals who have registered to attend, and do attend, the Lattice Best of Resources for Humans virtual event (the "Event") sponsored by Sponsor are eligible to enter the Sweepstakes (each a "Participant"). Entry to the Event is free of charge. Each Participant may only submit one entry. Participants enter the Sweepstakes by attending the Event during the Entry Period. Participants are not required to purchase any products or services to enter the Sweepstakes, and the purchase of products or services will not increase the number of entries per Participant or a Participant's odds of winning the prize. Participants must register for the Event using an accurate email address. Participants may not enter more times by using multiple email addresses, logins, identities, devices, or any other method and use of any of the foregoing, including Participant's use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted, will void all entries associated with that Participant and result in the Participant's disqualification from the Sweepstakes.
- 3. Eligibility. The Sweepstakes is open to residents of the United States of America who are at least 18 years of age and older as of December 12, 2023. The following are not eligible to enter the Sweepstakes: employees, contractors, consultants, directors or officers of Degree, Inc. (d/b/a Lattice) or Lattice Technologies Limited, (collectively, the "Sponsor"), employees of any booth or event sponsor, employees of organizations that are competitive with Sponsor, and, in each case, their immediate families and household members regardless of where they live and whether related or not. In addition, government officials and government employees are not eligible to enter the Sweepstakes. Certain employers may prohibit their employees' participation in sweepstakes; therefore, Participant must ensure their employer's policies do not prohibit their participation in the Sweepstakes.
- 4. Drawing. The Sponsor will conduct a random drawing on or around December 19, 2023, to select the winner from among all eligible entries received. The odds of winning depend on the number of Participants who attend the Event and enter the Sweepstakes. All potential winners are subject to eligibility verification by Sponsor, whose decisions are final and binding. Following the drawing, the winner will be notified by email and must sign and return an Affidavit of Eligibility and Release within seven (7) days of the date of notice. Failure to respond within the applicable time period will result in forfeiture of prize and Sponsor shall have the option to award the prize to an alternate winner. If a potential winner is disqualified for any reason, the Sponsor will award the prize to an alternate winner by conducting a random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED BY SPONSOR.

If, in the Sponsor's opinion, there is an error in the Event or Sweepstakes which compromises the integrity of the

Sweepstakes, if Sponsor suspects that the Sweepstakes has been tampered with, or Sponsor believes that technical difficulties (including viruses and bugs) may compromise the integrity of the Sweepstakes, Sponsor reserves the right to, in its sole discretion, cancel or modify the Sweepstakes.

- 5. **Taxes**. The winner of the prize is responsible for all taxes, if any, resulting from acceptance of prize. By entering the Sweepstakes, Participant acknowledges that Participant will be responsible for any taxes associated with winning and accepting the prize.
- 6. Prize. One winner will be drawn at random. A prize of Apple® AirPods Max<sup>™</sup> will be awarded to one winner. The total retail value of the prize is \$549. If the actual value of the prize is less than the stated prize value, the difference will not be awarded in cash. Limit one prize per family or household. The winner may not substitute the prize for another prize, transfer the prize or receive a cash redemption, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value. Arrangements for delivery of the prize will be made after the winner is validated.
- 7. Use of Name and Likeness; Email Communications. By participating in the Sweepstakes, or accepting a prize, Participant consents to the Sponsor's use of Participant's personally identifiable information, including name, email address, location or address, contact information, communications within the Event or actions taken within the Event, in connection with the administration of the Sweepstakes, and disclosure of such information to the Event platform administrator (a Lattice service provider), Event sponsors or speakers, and the necessary service providers of each of the foregoing in connection with the administration of the Sweepstakes.
- 8. **Data Privacy**. In addition to the use described in Section 7, when you register for the Event, you may be asked to consent to receive marketing communications from Sponsor or other Event sponsors or speakers. Consenting to receive communications is optional, and Participant's decision to consent to such communications will not improve Participant's chances of winning. Information submitted with an entry is subject to the Lattice Privacy Policy available at www.lattice.com/privacy/policy.
- 9. **Disclaimer and Limitation of Liability.** THIS SWEEPSTAKES OFFER IS BEING MADE EXCLUSIVELY BY THE SPONSOR. NEITHER SPONSOR, THE EVENT PLATFORM ADMINISTRATOR, NOR THEIR SUBSIDIARIES OR AFFILIATED ENTITIES ARE RESPONSIBLE ERRORS IN ANY SWEEPSTAKES-RELATED MATERIALS OR TRANSACTIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION. SPONSOR IS NOT RESPONSIBLE FOR LATE, LOST, STOLEN, MANGLED, MISDELIVERED, ILLEGIBLE, INCOMPLETE OR LATE ENTRIES, OR FOR A PARTICIPANT'S FAILURE TO RECEIVE PRIZE NOTICES DUE TO SPAM, JUNK E-MAIL OR OTHER SECURITY SETTINGS, FOR PARTICIPANT'S PROVISION OF INCORRECT OR OTHERWISE NON-FUNCTIONING CONTACT INFORMATION, OR ANY OTHER TECHNOLOGICAL DIFFICULTIES THAT MAY PREVENT A PARTICIPANT FROM PARTICIPATING IN THE EVENT OR ANY ACTIVITY IN THE EVENT, OR CLAIMING A PRIZE.

SPONSOR IS NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, SOFTWARE, OR TELEPHONE FAILURE OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS OR FRAUD, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSION WHETHER CAUSED BY SPONSOR, USER, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SWEEPSTAKES, OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESS OF SUBMISSIONS WHICH MAY LIMIT A PARTICIPANT'S ABILITY TO PARTICIPATE IN THIS SWEEPSTAKES. NEITHER SPONSOR, THE EVENT PLATFORM ADMINISTRATOR, NOR THEIR SUBSIDIARIES OR AFFILIATED ENTITIES ARE RESPONSIBLE FOR ANY DAMAGES OR INJURY INCURRED BY A PARTICIPANT OR WINNER AS A RESULT OF WINNING.

SPONSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE QUALITY, FUNCTIONALITY, SAFETY, OPERATION OR OTHERWISE WITH RESPECT TO THE PRIZE. THE WINNER IS SOLELY RESPONSIBLE FOR ITS USE OF THE PRIZE, INCLUDING ANY DAMAGE, HARM, INJURY OR HEALTH ISSUE WHICH MAY RESULT FROM THE WINNER'S USE, MISUSE OR POSSESSION OF THE PRIZE.

By entering the Sweepstakes, Participant waives all right to, and holds Sponsor harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with Participant's participation in the Sweepstakes or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND, IN SUCH CASE, THE ABOVE LIMITATION DOES NOT APPLY TO YOU.

- 10. **Choice of Law and Forum**. Participant agrees that all matters arising out of or relating to the Sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of California, without giving effect to any of its conflict of laws provisions thereof. Participant further agrees that any legal suit, action, or proceeding arising out of or relating to this Sweepstakes and these Official Rules shall be brought exclusively in the applicable federal or state courts located in San Francisco, California.
- 11. **Winners List**: For a list of the prize winner's name, which will be available after January 3, 2024, send an email to RfHVirtual@lattice.com.
- 12. **Sponsor.** The Sweepstakes Sponsor and address are:

Lattice Marketing / Best of Resources for Humans Sweepstakes Giveaway 360 Spear Street, Floor 4, San Francisco, CA 94105, USA