

# WellWithAll Win a trip to ESSENCE Festival of Culture Giveaway

## Official Rules

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

### 1. Eligibility

WellWithAll Win a trip to ESSENCE Festival of Culture Giveaway (the "Giveaway") is open only to legal residents of the fifty (50) United States (and the District of Columbia), who are at least eighteen (18) years old at the time of entry. Void where prohibited. Proof of residency and age may be required. Employees and directors of ACL Nutrients Inc., d/b/a/ WellWithAll, Universal Promotions, Inc., Essence Festivals Productions LLC, Essence Communications Inc., Essence Ventures, LLC, and each of their respective subsidiaries, divisions, affiliates, directors, employees, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Giveaway and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. To enter the Giveaway or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Giveaway. The Giveaway is governed by these Official Rules and is subject to all applicable federal, state, and local laws.

### 2. Sponsor and Administrator

Sponsor: ACL Nutrients Inc., d/b/a/ WellWithAll, 70 Fairmount Street, Brookline, MA 02445.

Administrator: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234.

### 3. Timing

Giveaway begins June 4, 2024 at 12:00 a.m. Eastern Time and ends June 16, 2024 at 11:59 p.m. Eastern Time (the "Giveaway Entry Period"). Administrator is the official time keeper for this Giveaway. The Giveaway is governed by these Official Rules and is subject to all applicable federal, state and local laws.

### 4. How to Enter

During the Giveaway Entry Period go to [www.wellwithall.com/pages/essencefest](http://www.wellwithall.com/pages/essencefest) and complete the online registration form by providing your first name, last name, email address, mobile phone number, address and date of birth. Once you register you will automatically receive one (1) entry into the Giveaway. When you register you might have the option to opt in to receive emails. Limit of one (1) entry per person via this method during the Giveaway Entry Period. Multiple participants are not permitted to share the same email address or Instagram account. **Bonus Entry:** To receive one (1) bonus entry, at the time you complete and submit the online registration form, provide your Instagram handle, then login to your Instagram account, visit @wellwithall\_ on Instagram and follow @wellwithall\_. You can only receive one (1) bonus entry, for a maximum of two (2) entries per person during the Giveaway Entry Period. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated system to participate in the Giveaway is prohibited and will result in disqualification. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be

disqualified. If you do not have an Instagram account, establishing one is free. All Instagram terms apply. You can unfollow @wellwithall\_ any time after the winners have been announced.

## **5. Winner Determination**

On or about one (1) day after the end of the Giveaway Entry Period, the Sponsor will select one (1) entry for each prize described below in a random drawing of all eligible entries received. The potential winners will be contacted using the email address provided with the registration and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The potential winners will be notified by email on or about the day of the drawing. Failure by a potential winner to respond to any contact within thirty-six (36) hours of notification will result in disqualification, and Sponsor will select an alternate potential winner in the same manner. Only three (3) alternate winners will be selected for any prize; after which such prize will remain unawarded. Limit of one prize per person for the Giveaway.

## **6. Odds**

Odds of winning a prize depend on the number of eligible entries received during the Giveaway Entry Period.

**7. POTENTIAL GIVEAWAY WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR. SPONSOR AND ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE GIVEAWAY.**

## **8. Verification of Potential Giveaway Winners**

Potential Giveaway winners will be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential Giveaway winner may be selected. In the event: (a) potential Giveaway winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential Giveaway winner notification or Affidavit is returned as undeliverable; (b) potential Giveaway winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential Giveaway winner is found to be ineligible to enter the Giveaway or receive the prize, (e) potential Giveaway winner cannot or does not comply with the Official Rules, or (f) potential Giveaway winner fails to fulfill the Affidavit-related obligations, the potential Giveaway winner shall be disqualified from the Giveaway and an alternate potential Giveaway winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential Giveaway winner, if any.

## **9. Grand Prizes**

Two (2) grand prizes will be available to be awarded. Each grand prize winner will receive a 4-day / 3-night trip for winner and one (1) guest to attend the Essence Festival in New Orleans, LA. Prize includes: i) a total of two (2) nightly tickets to the ESSENCE Festival of Culture (July 5, July 6 and July 7); ii) roundtrip air transportation (coach) from a major U.S. gateway airport nearest the winner's home to New Orleans, LA or other airport determined by Sponsor in its sole discretion; iii) hotel accommodations (one (1) standard room (double occupancy), for three (3) nights) at a hotel to be determined by Sponsor; and iv) a \$200 Visa gift card. Full grand prize description with limitations and restrictions below. Approximate retail value ("ARV") of each grand prize is \$2,995.50. Total ARV of all prizes: \$5,991. Actual value may vary based on women's residence. Any difference between the ARV and the actual value will not be awarded.

Winner must travel to New Orleans on July 5, 2024 and depart New Orleans on July 8, 2024. If winner is not able to travel on these dates the prize will be forfeited and no other prize will be provided. Sponsor in its sole and absolute discretion shall determine all prize details. All costs and expenses associated with prize acceptance and use which are not specifically included in the prize description above, including, but not limited to, lodging, meals, gratuities, insurance, and other expenses, are the sole responsibility of the winner. Travel companion must be 18 years of age or older or must be traveling with their legal parent or guardian, who is the grand prize winner. If winner lives within 150 miles of New Orleans, LA ground transportation may be provided instead of air transportation, at Sponsor's sole discretion and no substitution or compensation will be provided for difference in prize value, if any. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice and trip must be taken on dates stated. Winner and travel companion are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winner and travel companion must travel the same itinerary and on the dates and/or times specified by Sponsor or prize will be forfeited in its entirety. Once the travel companion is selected, he/she may not be substituted, except at the Sponsor's sole discretion. Winner and travel companion are solely responsible for obtaining any identification documents necessary for domestic travel. Travel companion must sign a Liability and Publicity Release. If potential winner's travel companion fails to return such documents within date and/or time indicated within such documents, then the potential winner may forfeit the right to the travel companion. Winner will be required to provide a credit card at hotel check-in for incidental expenses.

Tickets are subject to terms and conditions specified thereon, including any raincheck policies. Winner or and/or guest may be removed or denied entry into the Essence Festival if they engage in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the Essence Festival. Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of the Essence Festival.

No cash equivalent for the prizes, prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize (or portion thereof) for one of comparable or greater value for any reason. Winner is responsible for all taxes, duties, and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the winner fully complies with these Official Rules.

#### **10. Entry Conditions and Release**

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator which are binding and final in all matters relating to this Giveaway; (b) defend, indemnify, release and hold harmless the Sponsor, Administrator, ESSENCE Communications Inc., Essence Festival partners, Meta Platforms, Inc. (dba Instagram), and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Giveaway, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties")

from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Giveaway, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winner acknowledges that all prizes are awarded as-is without warranty of any kind.

#### **11. Publicity and Marketing Communications**

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Each grand prize winner must complete a Waiver and content capture (4-5 photos and/or videos) while traveling or on trip to Essence Festival, direction to be provided by Sponsor (c/o Administrator) once trip details are confirmed.

#### **12. General Conditions**

Released Parties shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, emails, prize claims, notifications or other communications of any kind that are lost, late, incomplete, illegible, unintelligible, damaged, misdirected, stolen, delayed, inaccurate, or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Giveaway or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize (including any travel or activity-related thereto) or resulting from participating in this Giveaway or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Giveaway, or with any website promoting the Giveaway; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Giveaway multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Giveaway, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Giveaway, including the entire Giveaway, and/or modify the Giveaway and/or award the prizes from all eligible, non-suspect entries received as of the termination date or as otherwise deemed fair and appropriate by Sponsor.

#### **13. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, typographical or printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Giveaway; (d) technical, typical, human or other error in the administration of the Giveaway or the processing of registrations or in any Giveaway-related materials; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use or misuse of any prize (including any travel or activity related thereto). If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway. No more than the stated number of each prize will be awarded.

#### **14. Disputes**

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in New York County, New York; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (d) 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

#### **15. Official Rules**

For a copy of Official Rules visit [www.universal-promotions.com/sweeps/essence](http://www.universal-promotions.com/sweeps/essence).

#### **16. Giveaway Results**

To obtain the prize winner list, send a self-addressed, stamped envelope to: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234; Attn: WellWithAll Win a trip to Essence Festival of Culture Giveaway - Winners List. Requests must be received by October 1, 2024.

*The Giveaway is not sponsored, endorsed, or administered by Instagram.*