Yellow Glasses Project Giveaway

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. How to Enter. To enter the Yellow Glasses Project Giveaway ("Sweepstakes") during the Sweepstakes Period (defined below), on Instagram, visit Sponsor's Instagram page (@yellowglassesproject) ("Instagram Page"), follow Sponsor's Instagram page, like the Sweepstakes posts, and tag two friends in a comment on the Sweepstakes post. All entrants must have a valid email address and a residential address within the 48 continental US states. All information provided by entrants is subject to verification.

All entries must comply with any and all Instagram terms, guidelines and policies. This Sweepstakes is not sponsored, endorsed or administered by Instagram. All information submitted by entrants in connection with this Sweepstakes is being submitted to Sponsor, not Instagram. To the extent of any conflict between these Official Rules and Instagram terms, guidelines or policies, these Official Rules will apply.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. No facsimile, mechanically reproduced, altered or forged entries will be accepted.

- **2.** Agreement to Official Terms and Conditions: By participating in this Sweepstakes, entrants agree to abide by these Official Rules. Any entrant who violates these Official Rules is subject to disqualification at any time at Sponsor's sole discretion.
- **3. Start/End Dates.** Sweepstakes begins at 9:00 AM Central Standard Time ("CST") on August 2, 2023 and ends at 11:59 PM CST on August 3, 2023, ("Sweepstakes Period"). After the Sweepstakes Period, no entries will be accepted or deemed eligible to win.
- **4. Eligibility.** Participation is open only to legal residents of the 48 continental United States who are eighteen (18) years of age or older as of the date of entry. Entrants are subject to all federal, state, and local laws, rules, and regulations. Void outside of the areas specified herein and where prohibited, taxed or restricted by law. The following are not eligible to enter the Sweepstakes: employees, officers and directors of Sponsor and its parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, any agencies involved with administering the Sweepstakes, manufacturers or distributors of Sweepstakes materials (the "Sweepstakes Parties") and the immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of the Sweepstakes Parties.
- **5. Random Drawing/Odds.** One (1) winner will be selected by Sponsor in a random drawing from all eligible entries received to be held on or about August 4, 2023. The odds of winning depend on the number of completed, eligible entries received for the drawing. Sponsor is responsible for determining the winner of the Prize in its sole discretion, subject to these Official Rules. All decisions made by Sponsor concerning the award of the Prize shall be final and binding.

6. Prize. The winner will receive Yellow Glasses Project-branded items with an approximate retail value of \$35.

The Prize will be sent via Mail at the time of Prize acceptance. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the winner. Acceptance of the Prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and commercial purposes without further compensation, unless prohibited by law. No substitution of prize or request for the cash equivalent by winner is permitted except in Sponsor's sole discretion.

- **7. Notification.** The winner will be notified by Direct Message from the giveaway post on or about **August 4, 2023,** and may be required to sign and return, where legally permitted, an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit") within five (5) calendar days of Prize notification. If a winner cannot be contacted within five (5) calendar days of first notification attempt, if any Prize or Prize notification is returned as undeliverable, if a winner rejects a Prize or fails to comply with these Official Rules, such Prize will be forfeited, and an alternate winner will be selected from all remaining eligible entries. Upon Prize forfeiture, no compensation will be given. Limit one (1) Prize per person or household.
- **8. Conditions.** Participation in Sweepstakes and acceptance of Prize constitutes the winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by the winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law.
- 9. Additional Terms. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the Authorized Account Holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Sweepstakes Entities (as defined below) are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any

individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limitation of Liability; Disclaimer of Warranties. ENTRANTS AND WINNER AGREE TO RELEASE AND HOLD HARMLESS SPONSOR AND/OR ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY "SWEEPSTAKES ENTITIES") FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH OR PARTICIPATION IN SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY AND MERCHANDISE DELIVERY. ENTRANTS AGREE THAT THE SWEEPSTAKES ENTITIES ARE NOT 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 THE SERVICE, PRIZE AND/OR THE SWEEPSTAKES, AND DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE SWEEPSTAKES ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED FIVE DOLLARS (\$5.00 USD).

WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZE(S) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AS PERMITTED BY LAW. THE SWEEPSTAKES ENTITIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE SWEEPSTAKES OR THESE OFFICIAL TERMS AND CONDITIONS OR IN THE ANNOUNCEMENT OF ANY PRIZE.

11. Disputes; Governing Law. THESE OFFICIAL RULES AND THE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TENNESSEE WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. By entering the Sweepstakes, each entrant agrees that (1) any and all disputes, claims, or causes of action arising out of related to the Sweepstakes or any prizes related thereto, shall be resolved individually, without resort to any form of class action (2) neither party to any claim shall be entitled to any attorney's fees; and, (3) entrants waive all rights to claim punitive, consequential or other special damages. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the

County of Davidson in the State of Tennessee. The parties agree not to raise the defense of forum non conveniens.

- **12. Use of Data.** Sponsor will collect personal information about entrants, in accordance with its privacy policy. Please review Sponsor's privacy policy at <u>Privacy Policy (dollargeneral.com)</u>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and use of their personal information and acknowledge that they have read and accept Sponsor's privacy policy.
- **13. Disclaimer.** The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Sponsor and not to Instagram. All entries must comply with all Instagram terms, guidelines and policies.
- **14. Winner's Name.** To obtain the winner's name, send a self-addressed, stamped envelope after August 4, 2023 but before September 1, 2023 to:

Dollar General 100 Mission Ridge Goodlettsville, Tennessee 37072 Attention: Social Media Manager, Dollar General

15. Sponsor. Dollar General, 100 Mission Ridge Goodlettsville, Tennessee 37072