

**OFFICIAL RULES  
ABRAM'S NATION  
PAY-IT-FORWARD GIVEAWAY**

The submission of a nomination constitutes nominator's full and unconditional agreement to and acceptance of these Official Rules (the "Rules"). The Abram's Nation Pay-It-Forward Giveaway ("Giveaway") will begin at **8:00 A.M.** Eastern Standard Time (EST) on **February 12, 2019**, ("Giveaway Start Date"), and end at **11:59 P.M.** EST on **November 30, 2019** ("Giveaway End Date"). Giveaway is sponsored by Abram's Nation, LLC (4726 High Point Drive, Gibsonsia, PA 15044) ("Sponsor").

- 1. ELIGIBILITY:** No purchase necessary. To be eligible to submit a nomination for the Giveaway, nominator must be: 1) a permanent legal resident of a country within North America, Europe, the United Kingdom or Australia; and 2) the older of 18 years of age or the legal age of majority in their state or country of residence as of the date of entry. Nominations into the Giveaway will be deemed to be a representation that the nominator is 18 years of age or older who agrees to be bound by these Rules. Employees, independent contractors, interns, officers, directors and agents of Sponsor and their immediate family members (spouses, children, siblings, parents and their respective spouses) are not eligible to nominate or win.
- 2. TO ENTER:** To participate in the giveaway, nominators must nominate themselves or a deserving family via our landing page (<https://www.abramsnation.com/10-year-anniversary-monthly-giveaway/>). All required fields must be completed, including: nominator's name, email address and phone number; and nominee's name, email address and phone number. Duplicate entries will not be accepted. Only submissions received by the Giveaway End Date will be eligible. Sponsor is not responsible for lost, late, and/or misdirected nominations.

By submitting a nomination, nominator further acknowledges and agrees (a) that Sponsor does not owe him/her a duty of confidence, fiduciary care or treatment or other similar duty or obligation with regard to his/her entry, (b) that Sponsor has wide access to ideas, stories, photos, designs and other literary, artistic and creative materials submitted to it from outside sources or developed by its own employees and agents (together "Sponsor Creative"), and (c) that such Sponsor Creative may be competitive with, similar to (or even identical to) the nomination submitted by entrant, and (d) that Sponsor shall have no liability to nominator, nominee, nor any third party in respect to or connection with the development, use, sale and/or commercial exploitation of all or any portion of the Sponsor Creative by Sponsor and/or its designees and licensees, all of which liability, if any, nominator hereby expressly and irrevocably waives, releases and discharges.

- 3. CONTENT REQUIREMENTS.** Nominations must not: (a) violate any third party rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (b) contain defamatory statements; (c) include threats to any person, place, business, or group; (d) be misleading, obscene, indecent, tortious, hateful or offensive; (e) depict any risky behavior; (f) contain any third party trademarks or logos; (g) communicate messages inconsistent with the positive image or goodwill which Sponsor wishes to associate; and/or (h) violate any applicable law. A nominator's compliance with the requirements set forth above shall be determined by Sponsor in its sole and absolute discretion. Sponsor reserves the right to refuse to eliminate any nomination for any reason.
- 4. SPONSOR'S RIGHTS TO NOMINATIONS:** By submitting a nomination, nominator: (a) grants Sponsor, its designees, agents, licensees, and assigns a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, distribute, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your nomination as-is or as-edited (with or without using the nominator's or the nominee's name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) forever waives any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude Sponsor's use of your entry, or require any further permission for Sponsor to use the Entry; and (c) agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor on the grounds that any use of the entry, or any derivative works, infringes any of your rights as creator of the nomination, including, without limitation, copyrights, trademark rights, and moral rights.

- 5. HOW TO WIN:** Each month, one nominee will be chosen at random to win a product from Abram's Nation. Product type and value to be awarded each month will be at the sole discretion of the Sponsor. Prizes to be announced by the fifth day of each month during the Giveaway period. Decisions made by Sponsor are final in all matters relating to this Giveaway. On or before Monday, December 20, 2019, by approximately 5:00 P.M. EST, the final winner from all eligible nominations received during the Giveaway period will be announced.

Nominations open at 12:00 A.M. Eastern Time on the first day of the calendar month for each month's prize period, except that nominations for the first month's prize period, February 2019, open at 8:00 A.M. EST on February 12, 2019 (Giveaway Start Date). For each month's prize period, nominations close at 11:59 P.M. Eastern Time on the last day of the calendar month. Nominations for the final month's prize period, November 2019, close at 11:59 P.M. EST on November 30, 2019 (Giveaway End Date).

- 6. PRIZE/APPROXIMATE RETAIL VALUE (ARV)/APPROXIMATE ODDS OF WINNING:** Ten (10) total prizes to be awarded throughout the duration of the Giveaway, with one prize awarded each of the ten months. Prizes will be in the form of Abram's Nation products, and prize values will vary month to month, depending on the type of product awarded. Prizes are not redeemable for cash or credit. Prizes may not be substituted, exchanged or returned. The odds of winning depend on the number of qualified nominations received.
- 7. PRIZE AWARD:** Winning nominees and their respective nominators will be contacted by Sponsor by the 10<sup>th</sup> of each month during the Giveaway period. Winning nominees will have 72 hours to reply to Sponsor confirming acknowledgment and acceptance of prize. Upon receipt of written acknowledgment and acceptance, Sponsor to provide winning nominee with media release form and coordinate details of prize delivery and announcement. Winner must provide all required information within 72 hours from request by Sponsor to be qualified as a winner. Sponsor's failure to receive all requested information within the timeframe, in each instance as required by Sponsor in its sole discretion, will result in the disqualification of the associated nominee. Prizes may be subject to local and/or federal taxation. Taxes are the sole responsibility of the winner. No prize substitution or return is allowed. Prize is not redeemable for cash or credit, and no change will be given. Prize cannot be combined with any other offers. Unclaimed prize may be awarded only at the discretion of the Sponsor. All other nominations submitted for the Giveaway to be rolled into the next month's batch of eligible nominations for the chance to be randomly selected as a winner at any time during the Giveaway promotion period. Each month's winner, if so claimed and awarded, will be announced by the 20<sup>th</sup> of the following month during the Giveaway period.
- 8. GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the nomination process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor in any form shall not be deemed proof of receipt of that communication by Sponsor. The Giveaway is subject to international, federal, state, and local laws and regulations and is void where prohibited. Should any portion of the Giveaway be, in the Sponsor's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes, which, in the Sponsor's sole opinion, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right to suspend, modify or terminate the Giveaway (or any portion thereof).
- 9. RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Giveaway, you agree to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Giveaway or distribution, receipt, or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's nomination in the Giveaway or receipt or use of any prize. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and

participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

- 10. PRIVACY AND PUBLICITY:** Any information you submit as part of the Giveaway will be used for purposes of this Giveaway and treated in accordance with Sponsor's privacy policy. Except where prohibited, submitting a nomination in the Giveaway constitutes a nominator's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
- 11. DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Pennsylvania. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania.
- 12. THIRD PARTY PLATFORMS:** By participating in this Giveaway, nominators and nominees hereby release and agree to hold harmless any third party platforms ("Third Party Platforms") including without limitation a website host and social media platforms (e.g. Facebook, Twitter or Instagram), from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prizes or participation in any prize-related activities. Unless otherwise stated to the contrary in these Official Rules, this Giveaway is not sponsored, endorsed or administered by, or associated with, any Third Party Platform.