

## **CONSUMER DISCLOSURE**

1. No winners will be selected prior to Nov 24, 2022. On and following that date, the winners of this promotion (the "Promotion") shall be chosen strictly in the manner provided in the Rules, Terms, & Conditions below.
2. NO PURCHASE, PAYMENT, OR DONATION IS NECESSARY TO ENTER OR WIN A PRIZE IN THE PROMOTION. PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE OR IN ANY WAY IMPACT A PARTICIPANT'S ODDS OF WINNING.
3. Identification and estimated retail value of each prize in the Promotion is found in Section 11 of the Rules, Terms, & Conditions below.
4. The odds of winning depend on the total number of entries received, as explained more thoroughly in the Rules, Terms, & Conditions provided below.
5. The Promotion is sponsored by Aqua Lily Products ("ALP")
6. Receipt of a prize is restricted solely by the eligibility and participation requirements explained in the Rules, Terms, & Conditions below. No additional restrictions apply, except as provided for by applicable law. VOID WHERE PROHIBITED.
7. The Promotion has an entry deadline for a chance to win, as explained more thoroughly in Sections 7 and 8 of the Rules, Terms, & Conditions below.

## **RULES, TERMS, & CONDITIONS**

1. No Purchase Necessary. NO PURCHASE, PAYMENT, OR DONATION IS NECESSARY TO ENTER OR WIN A PRIZE IN THE PROMOTION. PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE OR IN ANY WAY IMPACT A PARTICIPANT'S ODDS OF WINNING.
2. The Promotion is sponsored by Aqua Lily Products. Elkhart, IN 46516
3. Promotion Overview. The Promotion is free to enter without any purchase, payment, or donation required, to all eligible persons as defined in Section 6. The winner will be determined by random drawing from all eligible entries received.
4. By entering, all participants agree to be bound by the Rules, Terms, & Conditions of the Promotion. All participants additionally agree to be bound by ALP's decisions made in conducting this Promotion.

5. Applicable Law and Severability. The Promotion is subject to all applicable federal, state, and local laws and regulations, and any offers, terms, rules, or conditions associated with the Promotion are VOID WHERE PROHIBITED. Any provision in these Rules, Terms, & Conditions which violates or is otherwise contrary to applicable law shall be considered to be without force, and the remainder of these Rules, Terms, & Conditions should be enforced to the extent legally possible as if the non-conforming provision were never included.

6. Eligibility. The Promotion is open to legal residents of the United States who are at least 18 years old. ALP employees and their immediate families are not eligible to participate or win any Prizes. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

7. Promotion Term. The Promotion shall run from 11/17/2022 through 11/24/2022.

8. How to Enter. Eligible participants may enter the Promotion by using Instagram to "FOLLOW" ALP's Page (@aqualilypad) and "TAG" a friend in the comment section on ALP's post for the Promotion made on its Instagram Account (@aqualilypad) between 11/17/2022 through 11/24/2022. Entry does not require purchase, payment, or donation. Eligible participants may only enter the Promotion once. Duplicate entries will be disregarded, and the duplicating participant may be disqualified at ALP's sole discretion. ALP additionally reserves complete discretion to void any entries which are lewd, harassing, spam, or otherwise do not conform to these Rules, Terms, & Conditions. Participants may be encouraged to share information about the Promotion with their friends and followers via social media, but such action is not required to enter.

9. Number of Winners. One (1) winner will be chosen.

10. Odds of Winning. Each participant's odds of winning are subject to the total number of entries received for the Promotion.

11. Prizes. The following Prizes will be awarded. Prizes are not transferable or redeemable for cash. No Prize may be wagered, exchanged, or otherwise used to accumulate additional prizes. If a winner cannot be contacted, does not claim the prize, or is disqualified, ALP shall determine an alternate winner from the remaining eligible entries.

Original ALP 15 - \$440.10

12. Winner Selection and Notification. The winner(s) will be notified by e-mail, phone, mail, or through the social media platform, the winner(s) used to enter the Promotion, in ALP's discretion, from the information provided by the winner(s) upon entry. The winner(s) shall be selected, and the applicable Prize(s) provided, within 30 days after the close of entry to the Promotion.

13. Publicity. By participating, where allowed by law, all participants and winner(s) grant ALP the exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with publicizing this and other promotions, and waive any claims to royalty, right, or remuneration for such use. ALP will not share any personal information obtained through any participant's entry with third parties for any purpose, other than through advertising, publicity, or related uses as contemplated by this Section.

14. Indemnification and Release of ALP. By participating in the Promotion, all participants, including the winner(s), waive any and all claims of liability against ALP, its principals, employees, and agents (collectively "ALP"), for any personal injury or loss which may occur from the conduct of, or participation in, the Promotion, or from the use of any Prize. Each participant further agrees to indemnify, defend, and save ALP harmless from and against any and all injury, loss, claims, actions, damages, liability, costs and expense, including reasonable attorney's fees, resulting from loss of life, personal or bodily injury, damage to property, or other incident arising from or out of any occurrence related to the participant's participation in the Promotion, or the use of any Prize. This agreement to waive liability and indemnify ALP shall not apply to intentional, willful, or wanton acts by ALP, but shall apply to all other manner of liability, including negligence.

15. Release of Facebook. The Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Inc., or any of its subsidiaries or affiliates. By participating in the Promotion, each participant and winner waives any and all claims of liability against Facebook, Inc., its subsidiaries and affiliates, and all principals, employees, and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Promotion, or from the use of any Prize. Release of Instagram. The Promotion is in no way sponsored, endorsed, administered by, or associated with Instagram, Inc., or any of its subsidiaries or affiliates. By participating in the Promotion, each participant and winner waives any and all claims of liability against Instagram, Inc., its subsidiaries and affiliates, and all principals, employees, and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Promotion, or from the use of any Prize.

16. Costs and Expenses. ALP will mail or cause to be made available the Prizes to the selected winner(s) at no charge to the winner. The winner(s) shall be solely responsible for all taxes on the value of the Prizes awarded, and any costs not otherwise specified in these Rules, Terms, & Conditions.

17. Conduct and Decisions. Persons who violate any rule, gain an unfair advantage in participating in the Promotion, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing, or threatening behavior is prohibited. ALP will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Promotion and ALP's decisions concerning such disputes shall be final. If the conduct or outcome of the Promotion is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the ALP, ALP reserves the right to terminate this Promotion, or make such other decisions regarding the outcome as ALP deems appropriate. All decisions will be made by ALP and are final. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE THE ORDINARY AND NORMAL OPERATION OF THIS PROMOTION, TELEPHONE SYSTEMS, OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS STRICTLY PROHIBITED. SHOULD SUCH AN ATTEMPT BE MADE, ALP RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

18. Choice of Forum. Any action stemming in any way from the conduct of the Promotion, or these Rules, Terms, & Conditions, shall be filed in the appropriate state or federal courts encompassing Elkhart, IN. Promotion entrants waive any claim of forum non-conveniens or lack of personal jurisdiction they may have.

19. Miscellaneous. Each winner must submit proof of eligibility in order to be eligible to collect a Prize. For a copy of the rules, or where required by law, a list of winners, mail a written request with a stamped, self-addressed return envelope to the address, listed below. All entries become the property of ALP and will not be returned.

Aqua Lily Products

Elkhart, IN 46516