

## MyDailyMoment 2020 Sweepstakes

### OFFICIAL RULES

**Important: Please read these Official Rules before entering this Sweepstakes (the “Sweepstakes”).**  
**By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.**

#### **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

Sweepstakes void where prohibited by law. Subject to applicable federal, state, and local laws.

**1. Eligibility:** The Sweepstakes is open only to individuals who are legal residents of the 50 United States or the District of Columbia and are at least 18 years old (or the age of majority in their state of residence, whichever is older) at the time of entry. Directors, officers, members, managers, and employees of Flatiron Media, LLC (“*Sponsor*”), and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. **IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.** To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

**2. Sweepstakes Period:** The Sweepstakes starts at 12:00:01 a.m. Eastern Time (ET) on **Jan 1, 2020** and ends at 11:59:59 p.m. ET on **December 31, 2020** (“*Sweepstakes Period*”). All entries must be received during the Sweepstakes Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Sweepstakes.

**3. How to Enter:** To enter, complete the following steps during the Sweepstakes Period:

(1) Go to [www.mdmexclusives.com](http://www.mdmexclusives.com) and provide the requested information (e.g., your name and email address) in the Sweepstakes entry form; and (2) follow the instructions to view the sales offers on the website until you reach the final confirmation page. No purchase or payment of any kind is necessary to enter.

Limit: ONE ENTRY PER PERSON PER DAY DURING THE SWEEPSTAKES PERIOD. Any attempt to obtain additional entries, including through multiple or duplicate accounts will result in disqualification.

**4. Identity of Entrant:** All entries must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email or social media account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor’s sole discretion.

In the event of a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address associated with the account used provided for entry. An “*authorized account holder*” means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.

**5. Selection and Notification of Winner:** On or about **January 15, 2021** Sponsor will select the name of one prize winner in a random drawing from among all eligible participants at Sponsor’s headquarters as listed in Section 15 below. The odds of winning depend on the number of eligible entries received.

The potential winner will be notified via email and/or phone on or about January 31, 2021. Except where prohibited by law, Sponsor may require the potential winner to sign and return, within seven days of being notified, an Affidavit of Eligibility and Liability/Publicity Release and/or tax forms in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within seven days, including but not limited to the Affidavit of Eligibility and Liability/Publicity Release and tax forms; or (iii) if winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. Only three alternate drawings will be held, after which the prize will not be awarded. Winner may also be asked to provide a photo of themselves and write a short statement about winning the prize for Sponsor to use for advertising, marketing, and promotional purposes - winner is not required to provide the photo or short statement to receive the prize. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prize.

Verification of Potential Winner: THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

**6. Prize:** One prize winner will receive \$10,000 USD.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prize is not transferable. No substitutions or exchanges of prizes (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Only one prize will be awarded.

**7. Disclaimer:** Sponsor and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees, and advertising, fulfillment, and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (i) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (ii) telephone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures; (iii) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or (iv) any printing or typographical errors in any materials associated with the Sweepstakes.

**8. Limitations of Liability; Releases:** By entering the Sweepstakes, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OF OR INABILITY TO USE ANY EQUIPMENT

PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS BOUGHT FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

**9. Use of Winner's Name, Likeness, etc.:** Except where prohibited by law, entry into the Sweepstakes constitutes permission to use your name, hometown, aural and visual likeness, prize information, and any photos and writings obtained during the prize fulfillment process, without limitation, for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness, prize information, any photos and writings provided by winner during the prize fulfillment process, without limitation, for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Sweepstakes, you consent to being contacted by Sponsor for any purpose in connection with this Sweepstakes.

**10. Privacy:** See Sponsor's Privacy Policy at [http://www.mdmexclusives.com/privacy\\_policy.php](http://www.mdmexclusives.com/privacy_policy.php).

**11. Winner List; Rules Request:** For a copy of the winner list, send a stamped, self-addressed, business-size envelope for arrival after January 31, 2021 and before January 31, 2022 to the address listed in Section 15 below, Attn: MyDailyMoment 2020 Sweepstakes Winner List. To obtain a copy of these Official Rules, visit [www.mdmexclusives.com](http://www.mdmexclusives.com) or send a stamped, self-addressed business-size envelope to the address listed in Section 15 below, Attn: MyDailyMoment 2020 Sweepstakes Rules Request. Vermont residents may omit return postage.

**12. Intellectual Property Notice:** FLATIRON MEDIA and MYDAILYMOMENT are trademarks of Flatiron Media, LLC. The Sweepstakes and all accompanying materials are copyright © 2020 by Flatiron Media, LLC. All rights reserved.

**13. Disputes.** EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR THE APPROPRIATE STATE COURT LOCATED IN NEW YORK, NEW YORK. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

**14. General Conditions:** Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Sweepstakes, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Sweepstakes, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Sweepstakes. Any attempt by an entrant or other individual to deliberately damage any website associated with this Sweepstakes or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law and sponsor reserves the right to prosecute and seek damages from any such person to the fullest extent permitted by law. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. "You may be required to register for the MyDailyMoment daily recipe newsletter in connection with entry into the Sweepstakes. To opt-out of your email newsletter subscription at any time, visit <http://mydailymoment.com/unsubscribe.php>. and follow the directions to unsubscribe." Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these

Official Rules will remain in effect. The use of the term “including” in these Official Rules is illustrative and not limiting.

**15. Sponsor:** Flatiron Media, LLC, 20 West 22nd Street, Suite 908, New York, NY 10010.