

Zeldathon Daybreak Sweepstakes Rules

The **Zeldathon Daybreak Sweepstakes** (“Sweepstakes”) is a fundraising program conducted by Kinstone, LLC to benefit Direct Relief. These Rules apply to all participants. The Sponsor shall make all determinations as to whether the Rules have been complied with, and the decision of the Sponsor as to any issue is final.

Sponsor:

Kinstone, LLC
PO Box 1438
Meadville, PA 16335

Beneficiary:

Direct Relief
6100 Wallace Becknell Road
Santa Barbara, California 93117

Eligibility: No purchase is necessary to participate in the Sweepstakes. Participation is open only to legal residents of the 50 United States or the District of Columbia who are 18 or older as of the date of entry. Employees of Kinstone, LLC, its volunteers, and their immediate family are not eligible to win. **THIS SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

For this purpose, “immediate family” includes the spouse, parents, grandparents, great-grandparents, brothers, sisters, children, grandchildren, and great-grandchildren of the employee and his/her spouse. This definition also includes a) “step” and adoptive relationships, b) individuals for whom an employee is the current legal guardian and c) individuals who are not legally related but who reside with an employee.

Time: The Sweepstakes starts at 12:01 am on August 2nd, 2022 (all times Eastern Time) and ends at 11:59 pm on August 8th, 2022 (the “Sweepstakes Period”). All entries and donations must be received during the Sweepstakes Period. Individual entry periods are defined in the Prize section.

Entry: Participants may enter the Sweepstakes during the Sweepstakes Period by either:

- Make a donation to Beneficiary that meets the minimum specified requirements through an official Zeldathon donation form on donate.zeldathon.com. Specific requirements are listed below in the Prize section. Where noted as “multiple entries allowed”, donations of multiple values of the donation requirement will earn extra entries. Example: In a \$10 donation requirement, \$20 = 2 Entries, \$30 = 3 Entries, \$100 = 10 Entries, \$1,000 = 100 Entries, etc..
- For any block defined as anything other than “Flash Giveaway”, mailing a 3 ½”x 5” postcard with their name, address, email address, and phone number to Zeldathon Daybreak Sweepstakes, PO Box 1438, Meadville, PA 16335. Sponsors are not responsible for lost, late, incomplete, illegible, or postage-due entries.
- For any block defined as “Flash Giveaway”, sending an email to zflashentry2@gmail.com during the announced entry period. Email must contain their username, legal name, address, email address, and phone number.

The odds of winning the Sweepstakes depend on the total number of eligible entries. By participating in the Sweepstakes, each participant fully and unconditionally agrees to, and accepts these, Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes.

Prizes: Full list of prizes and minimum entry amounts can be found here: <https://docs.google.com/spreadsheets/d/13zMbOj79E65S7NKCKlVDcLJ1aQE7oz7oHIofMqKDI7k/edit?usp=sharing>

The above document will NOT be modified in any way following August 1st, 2022, with the exception of defining entry periods as they are completed.

Determination of Winner: For each prize available, there will be a random drawing (the “Drawings”) from all eligible entries to be a potential winner (the “Winners”), this will occur no later than September 1, 2022 and total thirteen (13) Winners. The drawings will be conducted privately, and no entrant is required to be present to win. The determination of the Winners by the Sponsor is final and binding on all participants. The Winner will be notified via email no later than September 1st, 2022. The Prize may be forfeited and awarded to an alternate winner if a Winner does not respond within seven (7) days of notification being sent to a Winner or if two (2) attempts to contact a Winner by email are not successful. The Prize is not transferable.

Taxes: The value of the Winner’s Prize is includible in the Winner’s income. The Winner is responsible for paying all federal, state, and local income and other applicable taxes that are due in connection with receipt of his/her Prize.

Miscellaneous Conditions: In the event that the operation or administration of the Sweepstakes is impaired or prevented in any way for any reason, including, but not limited to fraud, change of condition, or other technical problems, the Sponsor may in their sole discretion, either: (a) terminate the Sweepstakes; (b) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Rules; and/or (c) substitute other prizes for any prize set forth in these Rules that becomes unavailable for any reason. The Sponsor reserves the right in their sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes or acting in violation of these Rules. Failure to execute and return the Winner Notification Agreement and accept a prize, timely, and pursuant to the terms stated therein, will result in such Winner’s automatic forfeiture of his/her prize with no substitution or alternative prize available. Sponsor’s failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision.

Sponsor is not responsible for: (i) electronic transmissions that are lost, late, stolen, incomplete, damaged or misdirected; (ii) any problems or technical malfunctions, errors, omissions, deletions, defects, communication failures or (iii) causes beyond the Sponsor’s reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Sponsor will not be responsible if weather conditions, event cancellations, acts of God or other circumstances beyond their control prevent the Prize or the Sweepstakes from taking place.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED ON AN “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR AND/OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF IMPLIED WARRANTIES SO SOME OF THE LIMITATIONS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY IN SUCH JURISDICTIONS.

By participating in the Sweepstakes, participants agree to release, discharge and hold harmless Sponsor and each of their affiliates, beneficiaries, directors, officers, employees, and agents from and against any and all injuries, claims, losses, damages, actions and/or liability arising out of or in connection with, directly or indirectly, participation in and/ or entry into the Sweepstakes or acceptance, delivery, possession, use or misuse of any prize received in this Sweepstakes. The determinations of the Sponsor are final and binding with respect to any matter arising out of the interpretation or application of these Rules.

For a list of winners, send an email to mc@kinstone.io with the subject line “Zeldathon Daybreak Winners List”. Requests for the winner list must be received by October 1, 2022.