

## **Brooke Monk Prize Giveaway Promotion**

### **Terms and Conditions**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH META PLATFORMS, INC OR BYTEDANCE LTD.

- DESCRIPTION:** This Prize Giveaway Promotion (the “**Promotion**”) begins on December 22, 2024 at 8:00:01 a.m. PT and ends on January 5, 2025 at 11:59:59 p.m. PT (“**Promotion Period**”). By participating in the Promotion, each individual agrees to comply with and abide by these Terms and Conditions and the decisions of Doting Beauty, LLC, 155 N. Lake Avenue, Suite 700, Pasadena, CA 91101 (“**Sponsor**”), which shall be final and binding in all respects.
- ELIGIBILITY:** Open to legal residents of the fifty (50) United States and the District of Columbia who are at least sixteen (16) years of age or older at the time of the Promotion, and who have a public Instagram and TikTok account. Obtaining an Instagram or TikTok account is free of charge. To sign up for an Instagram account, download the mobile app or visit [www.instagram.com](http://www.instagram.com). Instagram’s Terms of Use apply. To sign up for a TikTok account, download the mobile app or visit [www.tiktok.com](http://www.tiktok.com). TikTok’s Terms of Service apply. **Participants below eighteen (18) years of age must have written parent/legal guardian consent to participate.** Employees of Sponsor, and its parent companies, affiliates, subsidiaries, partners, advertising and promotion agencies or other companies associated with the Promotion (collectively, “**Promotion Entities**”) and their immediate family members (defined for these purposes as including spouse, parents, children, and siblings and each of their respective spouses) and/or those living in the same household of each are not eligible to participate. All federal, state and local laws and regulations apply. Void where prohibited.
- HOW TO ENTER:** During the Promotion Period: (i) visit <http://dotingbeauty.com> and completely fill out all required fields on the Promotion entry form, including your full name, mobile phone number, date of birth, zip code and email address, along with opting into communications from Sponsor via email, and (ii) follow Doting Beauty at the following social handle on both Instagram and TikTok: @dotingbeauty throughout the Promotion Period and for at least thirty (30) days thereafter (for potential notification purposes) to participate in the Promotion and be eligible to win. **PARTICIPANTS MAY OPT OUT OF RECEIVING FUTURE MARKETING COMMUNICATIONS AT ANY TIME IN ACCORDANCE WITH SPONSOR’S PRIVACY POLICY SET FORTH BELOW.** By completing the foregoing, you will receive one (1) entry into the Promotion. **LIMIT: ONE (1) ENTRY PER PERSON FOR THE PROMOTION PERIOD.**

Any entrant found using multiple social media accounts to enter or participate within this Promotion will be ineligible to participate in the Promotion and all affiliated entries will be disqualified. All properly completed entries will automatically be entered into the Promotion, subject to the limit per person. Only entries submitted during the Promotion Period as described herein will be eligible. Incomplete, corrupted, false, late, or inappropriate entries will be disqualified. In the event of any dispute concerning the identity of any entrant, the relevant entry will be deemed submitted by the authorized social media account holder of the applicable social media account and/or email address used to enter. Entries become the property of Sponsor and none will be returned. Sponsor is not responsible for incorrect, inaccurate, or illegible entry information for any reason. Those who do not follow all of these instructions or abide by these Terms and Conditions or other instructions of Sponsor may be disqualified. In the event that an entrant enters multiple times, only the first eligible entry will be counted and all subsequent entries will be disqualified.

4. **AGREEMENT TO TERMS AND CONDITIONS:** The Promotion is subject to all federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Terms and Conditions, which are final and binding in all matters relating to the Promotion. Winning a Prize is contingent upon fulfilling all requirements set forth in the Terms and Conditions.
  
5. **WINNER SELECTION; ODDS:** On or about January 6, 2025, Sponsor will conduct a random drawing from all eligible entries received by Sponsor during the Promotion Period and choose three (3) potential winners from among the eligible entries submitted during the Promotion Period. The potential winner will be notified by email using the email address provided during entry. If a potential winner cannot be reached within seven (7) days of email notification, then Sponsor will notify the potential winner by Instagram Direct Message ("**DM**"). Within forty-eight (48) hours following the date of notification via email or DM, the potential winner must complete, sign and return as instructed an Affidavit of Eligibility/Release, and, where permitted by law, a Publicity Release, and any other required documents as Sponsor requires ("**Winner Documents**") as well as an IRS Form 1099 if required by law. Winner must provide Sponsor with valid identification and a signed IRS Form W-9 before the Prize is awarded. If a potential winner cannot be reached (regardless of reason), does not respond within the designated time, or any Prize notification is returned as undeliverable, or declines the Prize for any reason prior to award, the potential winner forfeits the Prize and Sponsor may award the Prize to an alternate winner selected by a random drawing from among all remaining eligible entries received. Up to three (3) alternate drawings will be held, after which the Prize(s) will remain un-awarded. Decisions of Sponsor are final on all matters. Subject to verification of eligibility and compliance with these Terms and Conditions, the potential winner will be declared the official winner of the Promotion. Odds of winning will depend upon the number of eligible entries received during the Promotion Period.

6. **PRIZE REDEMPTION:** If any potential winner is found to be ineligible, or if he or she has not complied with these Terms and Conditions or declines the Prize(s) for any reason prior to award, such Prize will be forfeited and may be awarded to an alternate winner. In the event that a potential winner is disqualified for any reason, Sponsor reserves the right to award the Prize to an alternate entrant who will also be selected randomly, even if the disqualified potential winner's name may have been publicly announced. The Prize will be mailed to the verified winner (or such verified winner's parent or legal guardian if such participant is a minor in their jurisdiction of residence) to the mailing address as provided on the respective entry form within approximately 4-6 weeks of verification. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants. If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute the Prize with another prize of equal or greater value. Should multiple users of the same e-mail account enter the Promotion and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

**All costs and expenses not set forth as part of the Prize shall be the sole responsibility of each Prize winner.** Unclaimed Prizes will not be awarded. The winner may not substitute, assign, or transfer the Prize or redeem the Prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute the Prize with one of comparable or greater value. Prize(s) awarded to a winner who is a minor in their state of residence will be provided to minor's parent or legal guardian. All applicable federal, state, and local taxes on the Prize(s) are the sole responsibility of the Prize winner. Prizes are awarded "as is" with no warranty or guarantee, either express or implied, by Sponsor. Winners acknowledge that the Released Parties (as defined below) have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a Prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee. No returns/exchanges. Sponsor is not responsible for lost, late, stolen, misdirected, intercepted, or undeliverable postal mail or Prize(s) otherwise not received.

7. **PRIZE; APPROXIMATE RETAIL VALUES (ARV):** During the Promotion Period, there will be three (3) winners. The first winner drawn will receive one (1) premium smartphone (approximate retail value ("ARV")): \$999; the second winner drawn will receive one (1) portable digital camera (ARV: \$749.99); the third winner drawn will receive one (1) vlogging camera (ARV: \$499.99) (each, a "Prize", collectively, the "Prizes"). Total ARV of all prizes: \$2,248.98.

8. **PUBLICITY:** Acceptance of the Prize(s) constitutes permission to the Sponsor and its agents to use the winner's name and/or likeness, image, Prize information, photograph, voice, comments, and other indicia for purposes of advertising and trade without further notice, permission, or compensation, unless prohibited by law. If requested, entrant will sign and return a publicity release and such other documents as may be required pursuant to these Terms and Conditions. If an entrant is a minor in their jurisdiction of residence, their parent or legal guardian will be required to sign such publicity release or other documents.
9. **GENERAL:** Failure to provide any requested information to verify eligibility, and/or non-compliance with these Terms and Conditions may result in forfeiture of the Prize and an alternate winner may receive the Prize. No cash equivalents, substitutions or transfer of the Prize(s) is permitted, except in Sponsor's sole discretion or as otherwise provided in these Terms and Conditions.

By participating, entrants (or such entrant's parent or legal guardian if such entrant is a minor in their jurisdiction of residence) agree to hold harmless the Promotion Entities, Brooke Monk, Brooke Monk LLC, Doting Beauty LLC, Meta Platforms, Inc., ByteDance, Ltd., and their respective parent companies, affiliates, directors, employees, officers and agents ("**Released Parties**") from any and all liability, injury, loss or damage of any kind, including but not limited to personal injury or death, arising from or in connection with participation in the Promotion, or the awarding, receipt, possession, use or misuse of any Prize and/or with respect to participation in any Promotion-related activity. Sponsor is not responsible for any typographical or other error in printing, offering, announcement or administration of the Promotion. By participating in this Promotion, the individual agrees to be bound by the Terms and Conditions and the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right, in its sole discretion to cancel or suspend this Promotion should fraud, virus, bugs, or other causes beyond the control of Sponsor corrupt the administration, security or proper administration of the Promotion. In the event of cancellation, Sponsor will randomly award the Prize(s) from among all eligible, non-suspect entries received prior to cancellation.

10. **LIMITATIONS AND RELEASES:** Sponsor is not responsible for: (a) any incorrect or inaccurate information, whether caused by the individuals, printing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the process or the Promotion; (d) technical or human error which may occur in the administration of the Promotion or the processing; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from individual's participation in the Promotion or receipt or use or misuse of any Prize. No more than the stated number of prizes will be awarded.

Caution: Any attempt by any person to deliberately damage any associated website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent of the law. Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the process. By entering the Promotion and/or accepting a Prize, each entrant (or such entrant's parent or legal guardian if such participant is a minor in their jurisdiction of residence) releases and holds harmless the Released Parties from any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, personal injury, death or damage to or loss of property in connection with participation in and use or misuse of the Prize(s) or for any cause of action based on publicity rights, defamation or invasion of privacy or prize delivery.

11. **DISPUTES:** By entering the Promotion, individuals (or if the individual is a minor in their jurisdiction of residence, the parent or legal guardian of such entrant) agree that any disputes, claims, and causes of action arising out of or connected with the Promotion, or any Prize(s) awarded, shall be resolved individually, without resort to any class action and all claims, awards and judgments shall be limited to actual out of pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees. No individual is permitted to obtain any award for, and waives all rights to claim punitive, incidental, or consequential damages. Except where prohibited, all issues and questions concerning the validity, construction, and enforceability of these Terms and Conditions, or the rights and obligations of the individuals and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. In addition, any dispute relating to the Promotion, or these Terms and Conditions shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Los Angeles County, California. Individuals hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.
12. **PRIVACY:** For information about how Sponsor uses your personal information, please see our privacy policy, located at <https://www.dotingbeauty.com/privacy-policy.pdf>. If you are selected as a winner, your information may also be included in a publicly-available winner's list.
13. **WINNER'S LIST:** For names of winners, send an email with the subject line "**Brooke Monk Prize Giveaway Promotion Winner's List**" to [dev@friendsinreality.com](mailto:dev@friendsinreality.com). Requests for a winner's list must be received within ninety (90) days after the Promotion Period.



## Abbreviated Terms

Abbreviated Rules for Newsletter/Website:

**NO PURCHASE NECESSARY TO ENTER OR RECEIVE A PRODUCT.** Open to 50 US/DC, 16+, and in the event of minors, have written consent of a parent/legal guardian. Begins 12/22/2024 at 8:00 am PT until 1/5/2025 at 11:59 pm PT (“**Promotion Period**”). During the Promotion Period, you must (i) visit <http://dotingbeauty.com> and completely fill out all required fields on the Promotion entry form, along with opting into communications from Sponsor, via Email, and (ii) follow Doting Beauty at the following social media handle on Instagram and TikTok: @dotingbeauty throughout the Promotion Period and for at least thirty (30) days thereafter. Opt-out at any time. Three (3) prize winners will receive a Prize: First winner to receive 1 premium smartphone (ARV: \$999); second winner to receive 1 portable digital camera (ARV: \$749.99); third winner to receive 1 vlogging camera (ARV: \$499.99). Total ARV of all prizes: \$2,248.98. Odds of winning depend on number of entries. Void where prohibited. For Official Rules, visit <https://www.dotingbeauty.com/privacy-policy.pdf>. Sponsor: Doting Beauty, LLC, 155 N. Lake Avenue, Suite 700, Pasadena, CA 91101.

Abbreviated Rules for Social:

**NO PURCH NEC.** Open to legal residents of the 50 U.S./D.C., 16+ (minors must have written consent of a parent/legal guardian). Begins 12/22/2024; ends 1/5/2025. During the Promotion Period, you must (i) visit <http://dotingbeauty.com> and fill our all required fields on the Promotion entry form and opt into communications from Sponsor, via Email and (ii) follow @dotingbeauty on Instagram and TikTok throughout the Promotion Period and for at least thirty (30) days thereafter. Opt-out at any time. Void where prohibited. Odds of winning depend on number of entries. Rules: <https://www.dotingbeauty.com/privacy-policy.pdf>. Sponsor: Doting Beauty, LLC, 155 N. Lake Avenue, Suite 700, Pasadena, CA 91101. This Promotion is not sponsored, endorsed or administered by TikTok and Instagram.

*-or-*

**NO PURCH NEC.** Open to 50 US/DC, 16+ (minors must have written consent of a parent/legal guardian). Ends 1/5/25. For Rules: URL. Void where prohibited. Sponsor: Doting Beauty, LLC. This Promotion is not sponsored, endorsed or administered by TikTok and Instagram.