



Tal Depot Sweepstakes Terms and Conditions

1. **Eligibility:** TalDepot sweepstakes are only open to U.S. residents of ages 18 or older. Entrants may be asked, at any stage of the sweepstakes, to provide TalDepot.com, its parents, subsidiaries or affiliates (“TalDepot”) with proof of age or identity. Employees, contributors, and relatives of TalDepot are not eligible to enter sweepstakes. For purposes herein, the term “relative” means spouse, partner, parent, child, or sibling. This sweepstakes is void in jurisdictions where prohibited and any attempted entry from such jurisdiction shall be null and void.

2. **Disclaimer:** No purchase is necessary for entry into TalDepot sweepstakes. Purchase of any product from TalDepot will not increase chances of winning. Entry into this sweepstake may only be made during the dates specified and directed by TalDepot. TalDepot Sweepstakes are limited to one entry per person

3. **Drawings:** All entries through the permitted modes of entry into sweepstakes will be combined and one potential winner will be randomly selected by TalDepot from all such entries. The odds of winning are dependent on the number of total entries. The potential winner will be announced publicly on a TalDepot Facebook post, and either (1) emailed to the email address provided by that entrant or (2) if a Facebook customer, via a Facebook private message. The potential winner, if eligible under these Terms and Conditions, will have say 5 days to redeem their prize in the manner set forth in the aforementioned Facebook post, email or Facebook private message. If the potential winner is ineligible under these Terms and Conditions, or fails to claim his or her prize in the manner specified, a new drawing will take place and this section 3 will apply to such redrawing or any other necessary redrawing thereafter. TalDepot’s decisions with respect to this sweepstakes shall be final, including but not limited to, with respect to all matters relating to awarding of the prize and shall not be subject to review or appeal by any entrant or by any third party.

4. **Prize:** The eligible winner that claims his or her prize under these Terms and Conditions will receive the prize specified in the sweepstakes. A winner may not substitute a prize. TalDepot reserves the right to substitute a prize if the prize is not available for any reason. The prize is neither transferable nor exchangeable and cannot be exchanged for any form of monetary related payments. The eligible winner shall be solely responsible for the payment of all tax, title fees, license fees, insurance requirements and other charges as may be required under any law, ordinance, statute, regulation or otherwise in connection with the sweepstakes or the acceptance of the prize.

5. **General Conditions:** By entering, each entrant indicates his or her agreement to these Terms and Conditions and TalDepot’s decisions regarding its sweepstakes. In the event that the operation of this sweepstakes is impaired in any way, TalDepot may cancel all entries and obtain new entries during the next time period. TalDepot reserves the right, at any time, to cancel, modify or suspend sweepstakes if, in its sole judgment, the sweepstakes are not being conducted as planned. TalDepot reserves the right to disqualify and seek damages from any individual who tampers with the operation of sweepstakes, violates Terms and Conditions, or acts in disruptive manner. TalDepot’s failure to enforce any terms of the TalDepot Terms and Conditions shall not constitute a waiver of that provision. In the event of a dispute to the owner of an entry, the person whose identity matches the name on the entry and who has a valid photo id will be deemed to be the owner. TalDepot sweepstakes is subject to federal, state, and local laws and regulations. TalDepot reserves the right to alter terms and conditions at any time in its sole and absolute discretion.

6. Release and Limitations or Liability:

(a) By entering TalDepot Sweepstakes, each entrant agrees to release, hold and identify TalDepot along with each of their respective officers, directors, employees, and agents from and against any claim, demands, damages or cause of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to entrant’s participation in this sweepstakes or receipt or use of entrant’s participation in any prize. related a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Each entrant waives the right to claim any damages whatsoever arising out of or in connection with this sweepstakes, including, but not limited to, attorney’s fees, punitive, consequential, direct, or indirect damages.



(b) For entrants participating in this sweepstakes by liking on Facebook: By entering and participating, entrants agree to release, hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to entrant's participation in this sweepstake or entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). This sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook.

7. **Privacy:** Information an entrant submits as a part of the sweepstakes will be used for purposes of this sweepstakes. An entrant's participation in this sweepstakes is deemed his or her agreement that TalDepot may use his or her name, likeness or image for promotional and marketing purposes without the requirement for any payment to the entrant and each entrant hereby grants TalDepot the right to do the same and expressly waive any claims against TalDepot in this regard.

8. **Disputes:** Attendees agree that any disputes, claims, and causes of action arising out of, or connected with, this sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in the state of New York, county of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, your rights and obligations, or the rights and obligation of TalDepot in connection with this sweepstakes, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.

9. **No Third Party Beneficiaries.** These Terms and Conditions are not intended to confer, and do not confer, upon any person other than entrants and TalDepot any rights or remedies hereunder.