

## ELLEVEST May 2022 User Research GIVEAWAY

### OFFICIAL RULES

**NO PURCHASE OR MEMBERSHIP NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND OR BEING A MEMBER WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE. VOID WHERE PROHIBITED BY LAW.**

#### **1. Eligibility.**

The Ellevest May 2022 User Research Giveaway Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States and the District of Columbia who, at the time of entry, are at least eighteen (18) years old. Void where prohibited by law. Employees of Sponsor are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon selected Entrant fulfilling all requirements set forth herein.

#### **2. Sponsor/Administrator.**

Sponsor: Ellevest, Inc., 228 Park Ave S, PMB 94932, New York, NY 10003-1502.

#### **3. Sweepstakes Entry Period.**

The Sweepstakes Entry Period shall begin on May 20, 2022 at 12:00 p.m Eastern Time ("ET") and end on June 5th, 2022 at 11:59 p.m. ET (the "Sweepstakes Entry Period"). Sponsor is the official timekeeper for this Sweepstakes.

#### **4. How to Enter the Sweepstakes.**

There are two (2) ways to enter the Sweepstakes. Either:

**(i) Complete the Ellevest User Research Survey:** During the Sweepstakes Entry Period, to receive one (1) entry in the Sweepstakes; (i) click on the "survey" link located in the email you receive from Ellevest. You will be redirected to the Ellevest User Research Survey; (ii) answer all required survey questions truthfully and accurately; (iii) submit such survey responses by clicking "Submit"; and (iv) enter your email address when prompted. Survey responses that contain obscene, offensive, or other language communicating messages inconsistent with the positive image with which Sponsor wishes to associate itself (as determined by Sponsor in its sole discretion) will be void and disqualified. Each survey response should be honest and truthful.

**(ii) Alternate Method of Entry:** During the Sweepstakes Entry Period, to receive one (1) entry in the Sweepstakes, send an email to [social@ellevest.com](mailto:social@ellevest.com) with your name and a brief 200 word letter explaining why you think getting more money in the hands of women matters as your

request to enter the Ellevest May 2022 User Research Giveaway. Upon completion of these steps you will automatically receive one (1) entry in the Sweepstakes.

All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned.

#### **5. Maximum Number of Sweepstakes Entries.**

Maximum of one (1) Sweepstakes entry per person, per email address, per survey entry during the Sweepstakes Entry Period, regardless of entry method. Entries beyond the permitted number are void. Use of multiple email addresses or any automated system to enter is prohibited and will result in disqualification.

#### **6. Sweepstakes Winner Selection.**

On or about June 10th , 2022 (the "Drawing Date"), Sponsor will select ten (10) entries in a random drawing among all valid entries received during the Sweepstakes Entry Period. Prize is limited to one (1) Prize per person, per email address, per survey entry, per email. On or about June 10th, 2022, Sponsor will contact any and each potential Prize winner(s) using the email address of the potential Prize winner(s) used to enter the Sweepstakes. Failure by potential Prize winner(s) to respond to the initial verification within 48 hours of notification may result in disqualification, and Sponsor may, at its discretion, select an alternate potential Prize winner from all remaining valid entries. Odds of winning a Prize depends on the number of eligible entries received during the Sweepstakes Entry Period.

Sponsor is not responsible for any change of email address or Instagram account of Entrants.

#### **7. Prizes.**

There are ten (10) Prize ("Prize") to be awarded to ten (10) separate verified Prize winners ("Verified Prize Winner"). Each Verified Prize Winner will receive a \$100 giftcard. Approximate retail value of Prize is \$100 USD. Total ARV for all Prizes available in this Sweepstakes is \$1000USD.

THE PRIZES ARE OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY SPONSOR OTHER THAN WHAT IS EXPRESSLY INCLUDED WITH THE PRIZE.

All federal, state and local taxes are solely the responsibility of each prize winner. All prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize, in whole or in part, for one of equal or greater value for any reason. Ellevest credit is subject to its terms. No more than the stated number of Prizes may be awarded. Unused Ellevest credit has no cash value. Sponsor not responsible for any lost, mutilated, missing, unclaimed or stolen prize(s).

#### **8. Verification of Potential Winner(s).**

**POTENTIAL PRIZE WINNER(S) ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.** Any potential Prize winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential Prize winner(s) may be required to execute and return to Sponsor for its receipt within five (5) business days of notification, an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") in order to claim his/her Prize. Sponsor may, but is not obligated to, exercise its rights under such Affidavit. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the Prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods; (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the Prize; (e) potential winner cannot or does not comply with the Official Rules; or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential Prize winner shall be disqualified from the Sweepstakes and an alternate potential Prize winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential Prize winner, if any.

#### **9. Entry Conditions and Release.**

By entering, each Entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or its designee(s) which are binding and final in all matters relating to these Sweepstakes; (b) release and hold harmless Sponsor, and their respective parent, subsidiary and affiliated companies, the Prize suppliers and any other organizations and/or persons responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a entrant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an Entrant's participation in the Sweepstakes and/or Entrant's acceptance, use or misuse of any Prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, Entrant agrees that, by entering the Sweepstakes, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any Prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in

no event attorney's fees; and (iii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

#### **10. Publicity.**

Except where prohibited, participation in the Sweepstakes constitutes each Prize Winner's consent to Sponsor's and its agents' use of each such winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

#### **11. General Conditions.**

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In the event that Sponsor experiences a technical failure during admission of the Sweepstakes, Sponsor will select winners in a random drawing of all valid entries received up to the point of said technical failure. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

In the event of a dispute regarding the identity of any Entrant, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner(s) of any Prize may be required to show proof of being the authorized account holder to be awarded the Prize. All entry information becomes the sole and exclusive property of Sponsor and will not be returned or cancelled.

#### **12. Limitations of Liability.**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrant, or programming associated with or used in the Sweepstakes; (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 entry process or the Sweepstakes; (d) technical or human error, which may occur in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property, which may be caused, directly or indirectly, in

whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of Prizes will be awarded. If, for any reason, the Sweepstakes cannot be executed as planned, including, but not limited to, any governmental order, force majeure, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, epidemic, pandemic, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winners from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE RELEASED PARTIES. SECTION 1542 READS AS FOLLOWS:

*"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."*

### **13. Disputes.**

**Except where prohibited by law, as a condition of participating in this Sweepstakes, each Entrant agrees that (a) any and all disputes and causes of action arising out of or connected with these Sweepstakes, including but not limited to Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Entrant; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all**

proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and Entrant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, Entrant agrees that, by entering the Sweepstakes, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any Prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

#### **14. Entrant's Personal Information.**

Information collected from Entrants is subject to the Sponsor's Privacy Policy, which is available at <http://production.assets.ellevest.com/documents/ellevest-privacy-policy-20191126.pdf>. If you are selected as a potential or verified Prize winner, your name, city and state may also be included in a publicly available Winners' List.

#### **15. Sweepstakes Results.**

For Sweepstakes results, send a hand-printed, self-addressed, stamped envelope to: "Winner's List" c/o Ellevest May 2022 User Research Giveaway, 228 Park Ave S, PMB 94932, New York, NY 10003-1502. Requests for the Winner's List must be received by Sponsor within 60 calendar days after the end of the Sweepstakes Entry Period.

#### **ABBREVIATED RULES**

NO PURCHASE OR MEMBERSHIP NECESSARY. Void where prohibited. Open to legal residents of 50 U.S. and D.C. 18 years or older. Begins 5/20/22 at 12:00 p.m. ET and ends on 6/5/22 at 11:59 p.m. ET. Prizes/Odds: ARV per Prize \$100 USD. Total ARV of all Prizes: \$1000 USD. Odds of winning depend on the total number of eligible entries received. Subject to Official Rules located at [link](#). Sponsor: Ellevest, Inc., 228 Park Ave S, PMB 94932, New York, NY 10003-1502.