

2023 Essence Holiday Special

Watch & Win Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.

1. Eligibility: To enter the 2023 Essence™ Holiday Special WATCH & WIN Sweepstakes (the “Sweepstakes”) you must: (i) be a legal resident of one of the fifty (50) United States or the District of Columbia; (ii) be at least eighteen (18) years of age (or the age of majority in your state if different) at the time of entry; and (iii) be physically located in the United States at the time of entry. Void where prohibited or restricted by law. Sponsor (as defined in Paragraph 3 below), all prize providers associated with the Sweepstakes, and all of their respective parent companies, affiliates, subsidiaries, licensors, distributors, divisions (collectively, the “Sweepstakes Entities”), and each of their respective officers, directors, employees, representatives and agents, and members of their immediate families and members of their household are not eligible to enter the Sweepstakes. All federal, state, municipal, provincial, and local laws and regulations apply. Sponsor reserves the right to add and/or delete from the localities eligible to participate at its sole discretion.

2. Entry Period: Collectively, the Sweepstakes begins at 8 PM Eastern Standard Time (“EST”) on November 24, 2023 and ends at 11:59 PM ET on December 8, 2023 (the “Sweepstakes Entry Period”).

3. How to Enter: During the 2023 Essence™ Holiday Special program on <https://www.essence.com/essence-holiday-gift-guide-2023/> (the “Website”), Entrants (as defined below) may enter the Sweepstakes by visiting <https://www.essence.com/essence-holiday-gift-guide-2023/> (the “Website”). On the Website, the Entrant must provide all of the information requested, including but not limited to Entrant’s full name, email address, and daytime phone number, then click the “Enter” button to receive one (1) entry. By submitting a Sweepstakes Entry, Entrants agree to Meta’s Terms of Use, as applicable. This Promotion is in no way sponsored, endorsed or administered by, or associated with Meta.

Each entry submitted using the above method during the Sweepstakes Entry Period shall hereinafter be referenced to as an “Entry,” or collectively as the “Entries.” An individual submitting an Entry shall hereinafter be referenced to as an “Entrant,” or collectively as the “Entrants.” Any accompanying material (e.g. images, video, text) submitted with an Entry shall hereinafter be referred to as the “Submission.”

Limit of One (1) Entry per person with a valid email address during the Sweepstakes Entry Period. No group entries. Non-winning entries will not be carried forward to subsequent Program Promotion Periods in this Sweepstakes.

In order to enter the Sweepstakes, you must have internet access and a valid email address. Any Entrant found using multiple email accounts to enter or participate within this Sweepstakes will be ineligible to participate in the Sweepstakes and all posted Entries will be disqualified. Incomplete, corrupted, false, late, illegible, forged or altered registration forms will be disqualified. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. No mechanical reproductions or facsimiles of entries are allowed. In the event of any dispute concerning the identity of any Entrant, the relevant Entry will be deemed submitted by the authorized account holder of the respective email account used to enter, as applicable.

Upon submission, all Entries become the exclusive property of the Sponsor and will not be acknowledged or returned. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Essence Communications, Inc. (the "Sponsor"), which shall be final and binding in all respects. Sponsor may in its sole discretion amend these Official Rules at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date of publication of the revised Official Rules on the Website.

If participating in the Sweepstakes from a wireless device, Entrant's wireless service standard text messaging and/or data rates may apply. Participation in this Sweepstakes means that you understand that you may receive additional messages (through your wireless device or otherwise) relating to this Sweepstakes, including notifying you if you are a potential winner.

4. DRAWING AND NOTIFICATIONS: Each prospective Prize Winner (a "Potential Prize Winner") will be selected in a random drawing from among all eligible entries received at the end of the Sweepstakes Entry Period. Odds of winning a prize depend upon the total number of eligible Entries received during the applicable Promotion Entry Period. Potential Prize Winner will be notified on/around 12/15/2023, via email, and he/she must respond as instructed to the email from Sponsor within twenty-four (24) hours of private message notification. If a Potential Prize Winner cannot be contacted or does not respond within Five (5) days, such Potential Prize Winner will be disqualified and another Potential Prize Winner will be selected from the remaining eligible Entries received. Sponsor is not responsible if any emails are not received by a Potential Prize Winner due to spam filtering or other screening procedures of a Potential Prize Winner's email account.

5. PRIZING: The Potential Prize Winner will receive one gift basket containing the following giveaway prizes with the approximate retail value ("ARV") (each, the "Prize", collectively the "Prizes"):

- **ESSENCE Magazine November/December 2023 \$10.99**

- **Fruition Hat Co. Be You Be True Trucker Hat \$88**
- **Ire Aje Be Bold Sis Gold Hoop Earrings \$65**
- **P. Sherrod & Co Sadie Waist Bag Embossed \$89**

6. WINNER VERIFICATION AND PRIZE CONDITIONS: The specifics of each Prize shall be determined by Sponsor. Before a Potential Winner will be deemed a Winner, he/she may be required to sign and return a background check consent form, prize verification form, a publicity release (except where prohibited) and any other legal documents that the Sponsor may require, including IRS Form W-9 (collectively, "Prize Verification Forms"), within Five (5) days from the date that the Sponsor sends the Prize Verification Forms to the Potential Winner, or the Potential Winner will be subject to disqualification. If a Potential Winner (i) cannot be reached, (ii) does not confirm receipt of notification within specified time frame, (iii) is found to be ineligible, and/or (v) declines to accept the Prize, an alternate Potential Winner will be randomly selected from all of the remaining Entries. By accepting the Prize, each Potential Winner agrees to release the Sponsor from any and all liability, loss or damage of any kind arising out of or in connection with their participation in this Sweepstakes or with respect to the awarding, receipt, possession, use and/or misuse of any Prize.

The Prizes consist of only the items specifically listed as part of these Official Rules. Each Potential Winner hereby acknowledges and agrees that the Prizes are non-transferable, non-saleable, and may be substituted only by the Sponsor in its sole discretion. A Prize cannot be exchanged/substituted by a Potential Winner for cash. Any applicable federal, state, and local taxes/duties on the Prize and any expenses relating to the acceptance/use of the Prize is the sole responsibility of the Potential Winner. The ARV stated above represents Sponsor's good faith determination of the actual fair market value and as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. Actual Prize values may vary based on various factors now known and unknown. In the event that a stated ARV is more than the actual fair market value, the difference will not be awarded in cash or otherwise. The Prize restrictions/conditions stated herein are not all-inclusive and the Prizes described above may be subject to additional restrictions/conditions.

7. General: Entrants agree to release, discharge and hold harmless the Sponsor, its parents, subsidiaries and affiliated companies, and all other businesses involved in this Sweepstakes (including any social media platforms where Entrants engage with Sponsors for purposes of this Sweepstakes), as well as the employees, officers, directors and agents of each (collectively, the "Released Parties") from and against any and all liability (including damages caused or claimed to be caused) arising out of participation in the Sweepstakes. Potential Prize Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of any Prize. Additionally, Entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are binding and final. Claims may not be resolved through any form of class action. The Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of a Potential Winner. All third-party names and trademarks are the property of their respective owners.

8. Publicity: Participation in the Sweepstakes constitutes Entrant's consent for the Sponsor and its designees' use for marketing and promotional purposes, in any type of media without further consideration or payment, Entrant's names, likeness, image, bio, any written or oral comments or testimonials to, or other feedback on, any Entrant's experience, and any user generated content, including, without limitation, audio, photographs and still images, and video content ("Likeness"). For the avoidance of doubt, each Entrant hereby grants to the Sponsor and its designees a non-exclusive, non-assignable, non-transferable, royalty-free and sublicensable right and license to use and display the Entrant's Likeness in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

9. NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES 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 INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor is not responsible for faulty, incorrect, undeliverable or mistranscribed e-mail transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Sweepstakes. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct, or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by the Sponsor in its sole discretion. In the event of termination, Sponsor reserves the right to freeze or close an account or to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. The Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes if it cannot be executed as planned for any reason or event beyond the Sponsor's control, including but not limited to a Force Majeure event or occurrence, an "act of God" (e.g., natural disaster, etc.) or an unforeseeable health event (e.g., pandemic) making it inadvisable, impractical, impossible or illegal or which materially affects a parties ability to perform its obligations under this agreement in whole or in part, or if fraud, technical failures, human error or any other causes beyond the reasonable control of the Sponsor, impairs the integrity or proper functioning of the Sweepstakes, as determined by the Sponsor in its sole discretion.

10. Governing Law and Jurisdiction: Except where prohibited by law, this Sweepstakes is governed by US law and is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. 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, U.S.A., without giving effect to the conflict of laws rules thereof.

11. Limitation of Liability: BY REGISTERING FOR THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES AND THE TICKET REWARDS REDEEMED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, 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; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES.

12. Privacy: Sponsor is committed to maintaining Entrant's trust by protecting personal information we collect about Entrant. Information collected from Entrants are subject to the Privacy Policy located at <https://www.essence.com/privacy-policy/>. By registering and participating in the Sweepstakes, Entrants agree that the Sponsor may, subject to local data privacy laws, collect and process such Entrants' personal information for purposes of this Sweepstakes.

13. Copy of Written Rules: A copy of these Terms and Conditions will be available at <https://www.essence.com/essence-holiday-gift-guide-2023/>.

14. WINNERS LIST REQUEST: To request confirmation of the name and state of residence of the Winners, please send a self-addressed, stamped business size envelope, by December 15, 2023 to: Essence Communications, Inc. 34 35th Street, 5th Floor Brooklyn, NY 11232.

15. Copyright Notice: The Sweepstakes and all accompanying materials are copyright ©2023 Essence Communications, Inc. All Rights Reserved.