

## **DJEEP LIGHTER INSTANT WIN GAME AND SWEEPSTAKES**

### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The DJEEP Lighter Instant Win Game and Sweepstakes ("Promotion") is sponsored by BIC USA Inc. ("Sponsor"), One BIC Way, Suite 1, Shelton, CT 06484, and is administered by Twelve Thirty, LLC ("Administrator").

- 1. PROMOTION PERIOD:** The Promotion begins at or about 12:00:00 PM Eastern Time ("ET") on April 15, 2024 and ends at 11:59:59 PM ET on May 31, 2024 ("Promotion Period"). The Promotion consists of an instant win game ("Game") and a sweepstakes ("Sweepstakes"). The Administrator's computer is the Promotion official clock.
- 2. ELIGIBILITY:** This Promotion is offered only to legal United States residents of the forty-eight (48) contiguous United States and the District of Columbia, who are physically located and reside in the forty-eight (48) contiguous United States or the District of Columbia, who are at least eighteen (18) years old at the time of entry. Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotional agencies, and suppliers involved in the Promotion ("Promotion Entities"), as well as the members of each of their immediate families (defined as spouse, parents, children, and siblings) and persons residing in the same household (whether related or not) as such individuals are not eligible to enter or win. Void where prohibited or restricted by law. The Promotion 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 and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Promotion.

- 3. HOW TO PLAY THE INSTANT WIN GAME:** During the Promotion Period, eligible entrants must visit <https://djeeppinstantwin.com> ("Website") and enter their valid e-mail address. If it is the entrant's first time participating in the Promotion, the entrant must first complete and submit the registration form with all required information, which may include, but may not be limited to, first and complete last name (no initials), street address (no P.O. Boxes will be allowed), city, state, ZIP Code, phone number, and date of birth. After registering or submitting a valid e-mail address on subsequent days, the entrant must then follow the on-screen instructions to play the instant win game ("Game Play"). After the Game Play, the entrant will receive notification on the Website screen as to whether the entrant is a potential "Instant Winner" ("Notification"). Each entrant who receives a winning Notification will be deemed a potential Instant Winner, subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator in their discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant's eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other

evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

**Limit:** There is a limit of one (1) Game Play per person/email address per day during the Promotion Period. In the event that a household enters the Promotion using more than five (5) unique e-mail addresses, all of the Game Plays associated with that household (as determined by Sponsor or Administrator in their discretion) may be disqualified. A “day” is defined as starting at 12:00:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Promotion Period, with the exception of April 15, 2024, when a day is defined as starting at 12:00:00 PM ET and ending at 11:59:59 PM ET. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion more than once per calendar day using multiple e-mail addresses or multiple identities, all of that entrant’s Game Plays will be declared null and void and any prize that he/she might have been entitled to win will not be awarded and will be revoked.

NOTE: If accessing the Website via a mobile device, message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Promotion. Entrants should consult their wireless provider’s pricing plans.

- 4. HOW TO ENTER THE SWEEPSTAKES:** During the Promotion Period, and upon completion of a Game Play, the entrant will automatically receive one (1) entry into the Sweepstakes.

**Limit:** Each entrant is limited to receiving one (1) entry into the Sweepstakes per day during the Promotion. If more than one (1) entry into the Sweepstakes per day is received from the same person/e-mail address, only the first entry received may be considered valid.

- 5. SWEEPSTAKES RANDOM DRAWING:** On or about June 3, 2024, the Administrator will randomly select one (1) potential winner from all eligible entries received during the Promotion Period (“Random Drawing”). The winner is considered a potential winner, pending verification of eligibility and compliance with the Official Rules. Potential winner will be notified by email at the email address provided upon registration into the Promotion on or around June 3, 2024.

**SPONSOR’S AND/OR ADMINISTRATOR’S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE PROMOTION AND THE SELECTION OF POTENTIAL WINNER ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREENSHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED DEFECTIVE AND IS VOID AND WILL NOT BE HONORED.**

- 6. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

- A. Game Prizes (301):** The following prizes are available in the Game (each a “Game Prize”):

Prize Description	ARV	Quantity	Total ARV
DJEEP Lighter	\$4	101	\$404
\$25 Walmart Digital Gift Card	\$25	100	\$2,500

\$25 Dollar General Gift Card	\$25	100	\$2,500
-------------------------------	------	-----	---------

No more than 301 Game Prizes will be awarded for any reason. If, due to a technical, production, human or other error, more than 301 entrants receive a winning Notification, the 301 intended Game Prizes will be awarded in a random drawing from among all recipients of such Notifications. Gift cards are subject to the terms and conditions set forth by the issuer.

**B. Sweepstakes Prize (1):** The “Sweepstakes Prize” is \$3,500 made payable to the Sweepstakes winner via PayPal. Only one (1) Sweepstakes Prize will be available in the Promotion. The ARV of the Sweepstakes Prize is \$3,500 **All federal, state, and local taxes, and any other costs and expenses associated with the receipt or use of the Sweepstakes Prize not specified herein are the sole responsibility of the winner.** This Promotion is in no way sponsored, endorsed, or administered by, or associated with Venmo or PayPal, Inc.

**C. Total ARV:** The total ARV of all prizes available in the Promotion is \$8,904.

**D. Odds of Winning:** The odds of winning a Game Prize depend on when the entrant completes a Game Play. Game Prizes will be made available at randomly predetermined times throughout the Promotion Period. To be a potential winner of a Game Prize, an entrant’s Game Play must have occurred at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant’s Game Play to occur after that time will be deemed a potential Instant Winner. The number of Game Prizes available to be won will decrease during the Promotion Period as Game Prizes are awarded and claimed.

The odds of winning the Sweepstakes Prize depend on the total number of eligible entries received during the Promotion Period.

**E. General:** In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. Limit of one (1) Game Prize per person/household. An entrant may win both a Game Prize and the Sweepstakes Prize. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. A winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. All other costs and expenses not expressly set forth herein shall be solely each winner’s responsibility. The Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason. If after a good-faith attempt Sponsor is unable to award or deliver a prize, such prize may not be re-awarded.

**7. HOW TO CLAIM A PRIZE:** Each potential winner is subject to verification of eligibility and compliance with these Official Rules. The potential Sweepstakes Prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents (collectively, “Affidavit”) within five (5)

calendar days from the date of attempted notification or the Sweepstakes Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. If potential Sweepstakes Prize winner is under the age of majority in its state of legal residence, the Affidavit must be executed on its behalf by its parent or legal guardian. Failure to provide all required information and any requested signed documents within the stated time period may result in forfeiture of winner's right to claim a prize and may result in such prize being awarded to an alternate winner. Sponsor, or its designee, will attempt to fulfill all prizes within eight (8) to ten (10) weeks from the end of the Promotion Period. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a prize, or any prize is returned as undeliverable, such prize may be forfeited. If a prize is forfeited for any reason, it will not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of a prize. No substitution or cash equivalent of prize is permitted except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize or portion thereof with another prize of equal or greater value. Any portion of prize not accepted by winner will be forfeited. Federal, state, and local taxes on a prize and any expenses relating to the acceptance of and use of a prize not specified herein are the responsibility of each winner. ARVs are as of the time these Official Rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of his/her prize at the time his/her prize is awarded. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason. Each prize will only be awarded to a verified winner.

- 8. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities, Venmo, PayPal Inc., and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) Game Plays/entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Promotion related e-mail to a spam or junk folder.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and

irrevocably agree to release and hold harmless each of the Released Parties, Khaled Khaled p/k/a DJ Khaled, Serious Promotions, Inc. and each of their respective directors, officers, employees, contractors, agents, and representatives, from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's Game Plays/entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, or the integrity and or feasibility of the Promotion is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of the winners in a manner it deems fair and reasonable, including the selection of the winners from among eligible Game Plays/entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible Game Plays/entries are received. If, for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded for any prize according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims. If Sponsor, in its discretion, elects to alter this Promotion as a result of a Force Majeure event, a notice will be posted at the Website.

Without limiting the foregoing, everything regarding this Promotion, including the prizes, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 9. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN CONNECTICUT. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED**

**AND LICENSED TO PRACTICE LAW IN CONNECTICUT. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CONNECTICUT. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

- 10. PRIVACY POLICY:** Information collected from entrants is subject to Sponsor's Privacy Policy, which is available at [https://us.bic.com/en\\_us/protection-data](https://us.bic.com/en_us/protection-data). Each entrant acknowledges that, by entering the Promotion, entrant has opted into Sponsor's Privacy Policy and, by opting into Sponsor's Privacy Policy, has read and accepted Sponsor's Privacy Policy. Any complaints or concerns regarding this policy should be directed to [community@bic.com](mailto:community@bic.com).
- 11. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and Sponsor's designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to television (including live television), radio, and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 12. GENERAL:** This Promotion is subject to all federal, state, and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Promotion other than as described herein is void and will result in disqualification, and if such person is selected as the potential winner, revocation of his/her prize. If it is discovered or suspected that a person has registered, entered or attempted to register or receive Game Plays/entries using multiple e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's Game Plays/entries will be declared null and void and that person will not be awarded any prize that they might have been entitled to receive and such prize may be forfeited at the Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a winner, the winning Game Play/entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play/entry.

"Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays/entries and/or materials submitted will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and the Promotion details contained in any Promotion promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

**13. WINNERS LIST:** The winners list will be posted within 15 days of when winner confirmation is complete, and available for 60 days thereafter. For a list of the names of the winners, please [click here](#).

All trademarks used herein are the property of their respective owners.

**Sponsor:** BIC USA Inc., One BIC Way, Suite 1, Shelton, CT 06484.

**Administrator:** Twelve Thirty, LLC 444 N Michigan Ave. Suite 1200, Chicago, IL 60611.

**Acknowledgement:** Sponsor, Administrator and Entrants acknowledge and agree that neither Khaled Khaled p/k/a DJ Khaled, Serious Promotions, Inc. nor any of their respective owners, officers, directors, employees or representatives, are responsible in any manner whatsoever for the administration, implementation or operation of or for the Promotion, Game or Sweepstakes, and are not prize providers or fulfillers with regard hereto.