

2021 Epson #EcoTankSweepstakes

OFFICIAL RULES

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

- 1. SPONSOR; ACCEPTANCE OF RULES:** The 2021 Epson EcoTank Sweepstakes (the “Sweepstakes”) are sponsored by Epson America, Inc., 3131 Katella Avenue, Los Alamitos, CA, 90720 (“Sponsor”). By submitting an entry into the Sweepstakes you hereby accept and agree to these official rules (the “Official Rules”), and that Sponsor’s decisions on all matters relating to the Sweepstakes are final and binding.
- 2. ENTER FOR A CHANCE TO WIN:** Limit three (3) entries per person, as follows: (a) one (1) per person per applicable social media platform (i.e., one entry may be made on each of Facebook, Instagram and Twitter); or three (3) per person via Alternative Entry (“Entry Limit”). A person using multiple accounts to enter per applicable social media platform is prohibited and can result in accounts being suspended. Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, or damaged entries. To participate in the Sweepstakes between 12:00am, Monday, March 1, 2021 and 11:59pm Friday, March 5, 2021 (the “Entry Period”) you must either: (a) email: EpsonSweepstakes@ea.epson.com with your full name, address and phone number for alternative means of entry (“Alternative Entry”); or (b) look for Facebook, Instagram or Twitter #EcoTankSweepstakes posts from Epson (Facebook: @Epson; Instagram: @epsonamerica; and Twitter: @EpsonAmerica) on Monday, March 1; Tuesday, March 2; Wednesday, March 3; Thursday, March 4; or Friday, March 5; (each an “Invitation Post”) and comment on the Invitation Post

with: (i) a tag of the small business's profile that you'd like to nominate (you can nominate your own small business); (ii) why you'd like to nominate the small business; and (iii) include #EcoTankSweeptakes ("Social Media Engagement Entry" which along with Alternative Entry shall be referred to herein as an "entry"). Entrants via Social Media Engagement may not enter via Alternative Entry and vice versa. Attempts to enter beyond the Entry Limit will result in disqualification.

Social Media Engagement Entries will be visible to other users and the public and must comply with all of the following. Only Facebook, Instagram or Twitter accounts registered to an eligible individual may be used for Social Media Engagement Entry into the Sweepstakes. Social Media Engagement Entries received from accounts associated with any organization, company, corporation, partnership or other entity and attempts to participate via any other platform will be void. A Social Media Engagement Entry must be received and viewable by Sponsor during the applicable Sweepstakes Period and identifiable by and viewable to Sponsor through winner selection and prize award for the applicable Sweepstakes to be eligible. Sponsor, at its sole discretion, may accept or disqualify a Social Media Engagement Entry that contains either a technically incorrect comment or content that is (i) superfluous to the required content or (ii) otherwise violates these Official Rules. Social Media Engagement Entries that are not both actually visible and timely received by Sponsor will not be entered into the applicable Sweepstakes. For purposes of this Sweepstakes, a Social Media Engagement Entry is "received" when Facebook, Instagram or Twitter servers record the data applicable to the Social Media Engagement Entry and it is visible to Sponsor as a comment on the Invitation Post for the applicable Sweepstakes. Entry Comments that contain content or language that is obscene or offensive, that violates any third party's or Sponsor's rights, or communicates messages inconsistent with the reputation and image with which Sponsor wishes to associate itself (all as

determined by Sponsor in its sole discretion) will be void.

3. **ELIGIBILITY:** Sweepstakes is only open to legal residents of the fifty United States and D.C., who are 18 years (or the age of majority, if higher, in the applicable jurisdiction of residence) of age or older at the time of entry. Employees of Sponsor and its parent company, affiliates, subsidiaries, advertising and promotion agencies, and members of each of their immediate families (defined as spouses, parents, children and siblings, whether such family members are biological, adoptive, step or in-law) and those living in the same household of such employees are not eligible to enter or win.

4. **WINNER SELECTION:** There will be five (5) random drawings from among all eligible entrants, one on each of Monday, March 1; Tuesday, March 2; Wednesday, March 3; Thursday, March 4; and Friday, March 5. The entrant selected in each random drawing will be a potential winner of the prize as described below, subject to verification and provision of a signed affidavit of eligibility, IRS Form W-9 and other applicable documentation. Odds of winning depend on the number of eligible entries. Non-winning entries will be carried over to later drawings. So, entries prior to the first drawing will have slightly increased odds of winning. Additionally, entrants may slightly increase odds by maximizing their entries to three (3) by using each of the three (3) Social Media Engagement Entry platforms or submitting three (3) Alternative Entries.

5. **PRIZE:** One (1) EcoTank Pro ET-5800 All-in-One Cartridge-Free Supertank Printer (Approximate retail value ARV: \$799.99) for each of the five (5) random drawings.

Total Approximate Retail Value of all Prizes: \$3,999.95

6. **Tax:** Any valuation of the prize(s) stated above is based on available information as of October 2020, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which is not specifically provided for in the official rules. Each winner must provide Epson America with properly completed W9. Winners will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

7. **PRIZE NOTIFICATION/WINNER VERIFICATION:** Potential winners will be notified using available contact resources from their applicable social media account utilized for Social Media Engagement Entry, the contact information provided in the Alternative Entry and/or any existing contact information Epson may have for customer making an entry. Potential winners will be required to execute an affidavit of eligibility and liability release, IRS Form W-9, and publicity release without revision or deletion (unless prohibited by law), which must be returned within fourteen (14) days of the selection notification. Any of the following may result in disqualification and forfeit of the prize, at Sponsor's discretion, where a new winner may be selected and the forfeited prize awarded to an alternate winner: (a) return of any prize notification as undeliverable; (b) failure to execute and return requested documentation within fourteen (14) days of date appearing on prize notification; (c) potential winner not responding to Sponsor's notifications or other inability of Sponsor to contact a potential winner; or (d) noncompliance with these Official Rules by a potential winner. If potential winner fails to respond or is determined to be ineligible, the corresponding prize will be forfeited and may be awarded to an alternate winner, chosen at random from the remaining eligible ticket numbers distributed, provided that adequate time remains to do so before

the close of the Conference. All prizes properly claimed will be awarded. Sponsor's decisions are final in all matters relating to this Sweepstakes.

Prize is non-transferable and no prize substitutions or cash redemptions allowed, except Sponsor reserves the right to substitute a prize of equal or greater value if for any reason an advertised prize cannot be awarded as intended in these rules; and potential winner agrees to such substitution as a condition of entry in this Sweepstakes. Winner is responsible for payment of any income taxes on prizes under applicable federal, state and local laws.

By accepting the prize, the winner consents to the use of his/her name, photograph, quote and/or likeness for advertising/publicity purposes in commerce and in any and all media worldwide without limitation or additional compensation, except where prohibited by law.

8. **MISCELLANEOUS:** By participating in this Sweepstakes and/or accepting a prize, each entrant and/or winner agrees to release Sponsor, as well as Facebook, Instagram and Twitter (whom participant acknowledges and agrees is not a sponsor of this Sweepstakes) and their respective parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, and all of their respective employees, directors, officers, shareholders, agents, attorneys, successors or assigns (collectively "Releasees"), from any and all liability, loss or damage of any kind incurred with respect to participation in this Sweepstakes, the awarding, receipt, possession, and/or use or misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto). If for any reason this Sweepstakes is not capable of running as planned, Sponsor reserves the right to cancel, terminate, modify or suspend this Sweepstakes. Sponsor reserves the right in its sole

discretion to disqualify from the Sweepstakes and/or cease or refrain from displaying or publishing any entrant whose purported Entry, in Sponsor's sole discretion, refers, depicts, or in any way reflects negatively upon Sponsor, Releasees, the Sweepstakes, or any other person or entity or does not comply with applicable law or any other requirement of these Official Rules.

As part of your entry into the Sweepstakes, we collect your contact information, including your name, complete mailing address, email address and phone number. The information that you provide will be used to contact you in event your entry is selected in the drawing, and we may add this information to our centralized contact database which is managed in accordance with Sponsor's privacy policy as posted on Sponsor's website <https://epson.com/privacy-policy>. By entering and providing the required registration information, you acknowledge that Sponsor may send you information, samples, or special offers it believes may be of interest to you about its products or other complementary goods offered by Sponsor. You may opt out of such communications at any time through the opt-out provided in such communication or by contacting us at https://epson.custhelp.com/app/ask/p_webform/Privacy. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION AS STATED ABOVE, PLEASE DO NOT ENTER THIS SWEEPSTAKES.

By entering the Sweepstakes, you further agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be governed by and construed in accordance with the laws of the state of California and resolved individually, without resort to any form of class action, and exclusively by the Federal or State Courts of competent jurisdiction located in Orange County, California; and (ii) in addition to the limitations in the limitations of liability provision below, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred,

including costs associated with entering this Sweepstakes but in no event attorneys' fees. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the entrant and Sponsor, shall be construed and governed by the laws of the state of California, without regard to conflicts of law or forum non-convenient rules.

IN NO EVENT WILL SPONSOR AND ITS PARENT, AFFILIATES, SUBSIDIARIES, DISTRIBUTION CHANNEL PARTNERS AND ADVERTISING OR PROMOTIONAL AGENCIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, OR PRIZE SPONSORS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, ANY PRIZE WON IS PROVIDED "AS IS" AND WILL COME WITH THE APPLICABLE STANDARD LIMITED WARRANTY ONLY (IF ANY). Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

9. **SPONSOR:** Epson America, Inc., 3131 Katella Avenue, Los Alamitos, CA, 90720. This Sweepstakes is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram or Twitter

10. **WINNERS LIST:** For the name of the winners, mail a self-addressed, stamped envelope to: 2020 Epson #EcoTank Sweepstakes Winner's List c/o Epson America, Inc., 3131

Katella Avenue, Los Alamitos, CA, 90720. All requests must be received by May 31, 2021.

11. This sweepstakes is not endorsed, sponsored or administered by Facebook, Instagram, or Twitter, nor are any of these platforms associated with this contest. Facebook, Instagram and Twitter bear no responsibility to entrants or participants.