

Conditional Discount Promotion Terms and Conditions

Last Updated: October 27, 2024

No Purchase Necessary: No purchase is required to enter or win this Promotion. Entry is available without any purchase obligation, and each participant has an equal chance of winning if they pick the correct outcome.

These terms and conditions (the “Terms”) govern your participation in this specific Conditional Discount Promotion (the “Promotion”), provided by the **Retailer** and supported by Cheers Cash Inc. (“CCI”) as the technology provider. By entering the Promotion, you agree to these Terms.

Definitions

1. **Promotion:** The “Conditional Discount Promotion” is a specific promotional program providing eligible participants the opportunity to receive a defined discount (“Discount”) for use toward a future purchase if they correctly predict the outcome of a specified sports or pop culture event.
2. **Retailer:** The online merchant offering this Promotion, as identified on the Program Entry Page and related promotional materials.
3. **Discount:** A discount to be used solely toward a future purchase at the Retailer’s online store. Each Discount expires thirty (30) days from the date it is sent to the recipient.
4. **Program Entry Page:** The online interface where participants select the outcome of a specified sports or pop culture event to enter this specific Promotion. This page is also where participants enter their email address and/or phone number for entry. The Program Entry Page includes a link to these Terms and displays the Promotion’s active status and time remaining.

1. Eligibility

Participants must be legal residents of the United States and at least eighteen (18) years of age (or the age of majority in their state of residence, if higher) at the time of entry. This Promotion may or may not be limited solely to new customers, as specified on the Program Entry Page or other promotional interface. Only one (1) entry per individual is allowed. This Promotion is void where prohibited by law.

2. How to Enter

To participate in this specific Promotion, participants must (i) submit their email address and/or phone number on the Program Entry Page hosted by the Retailer during the Promotion Period (defined below) and (ii) select a specific outcome as indicated on the Program Entry Page. Upon successful entry, participants will receive a confirmation email. By entering, participants agree to receive communications regarding the Promotion and, if their chosen outcome occurs, they will receive a Discount.

3. Promotion Period

Participants should refer to the Program Entry Page to determine whether this specific Promotion is currently active. The Promotion Period is defined by a countdown timer displayed on the Program Entry Page. Once the timer expires, it will be mechanically impossible for participants to enter the Promotion, and the Program Entry Page will display a message clearly stating “Promotion Closed” or similar language. Entries submitted after the Promotion Period has ended will not be considered.

4. Discount Code Rewards

Participants who correctly select the specified outcome, as indicated on the Program Entry Page, will automatically receive a unique, one-time-use Discount sent to the email address provided at entry. The Retailer, not CCI, is solely responsible for issuing the Discount. Discounts are valid only for purchases made at the Retailer’s online store and must be used before the expiration date specified in the email notification. Discounts are non-transferable, non-refundable, and have no cash value. Discounts may not be combined with any other offers, promotions, or discounts.

5. Winner Selection and Notification

Participants will be notified via email if their selected outcome occurs within a reasonable timeframe following the end of the Promotion Period. No additional action is required by participants to claim the Discount.

6. Release and Limitation of Liability

By participating in this specific Promotion, participants agree to release and hold harmless the Retailer, CCI, and their respective affiliates, officers, directors, employees, and agents (collectively, the “Released Parties”) from any claims or liability arising from or related to participation in the Promotion or the receipt or use of any Discount, including but not limited to technical malfunctions, entry errors, or unauthorized access to entry information. The Released Parties are not responsible for any issues that may prevent the entry or receipt of a Discount due to technical failures or other issues. Participants are responsible for ensuring they have a reliable internet connection to complete the entry and receive any Discount.

7. Privacy and Data Usage

By entering this specific Promotion, participants agree that their email addresses and any other information submitted may be collected, processed, and used by the Retailer and CCI to administer the Promotion. The Promotion is governed by the Privacy Policy found at <https://cheerscash.com/privacy-policy.pdf>. Data will not be sold or shared beyond the Promotion’s scope, unless otherwise stated in the Privacy Policy. Participants may also receive promotional communications and may unsubscribe from such communications at any time.

8. General Conditions

CCI and the Retailer reserve the right to cancel, suspend, or modify this specific Promotion, including these Terms, at any time and for any reason, including fraud, technical failures, or any factor beyond their reasonable control that may impair the integrity or fairness of the Promotion. CCI and the Retailer also reserve the right to disqualify any participant who violates these Terms or interferes with the proper conduct of the Promotion.

9. Force Majeure

CCI and the Retailer will not be liable for any failure or delay in this specific Promotion due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or failures in third-party networks or communications infrastructure.

10. No Social Media Platform or League Endorsement; Release

This Promotion is in no way sponsored, endorsed, or administered by any social media platform or professional sports league. By participating, participants release these entities from any claims or liability related to the Promotion.

11. Limitation of Liability

The Released Parties' total liability for any claims arising from or related to the Promotion shall not exceed the total value of the Discount. In no event shall the Released Parties be liable for any incidental, indirect, special, or consequential damages.

12. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of New York. Any disputes or claims arising out of or related to this specific Promotion shall be resolved exclusively through binding arbitration as described below.

13. Agreement to Arbitrate

ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. **Arbitration Requirement:** Participants agree that any and all disputes or claims arising between the participant and the Released Parties in connection with this specific Promotion shall be resolved exclusively through final and binding arbitration, rather than in court. By entering the Promotion, the participant, CCI, and the Retailer each waive the right to a trial by jury or to participate in a class action. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. **Individual Claims Only:** Participants and the Released Parties agree that claims may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action. The arbitrator may not consolidate or join more than one party's claims without consent and may award relief only on an individual basis.

c. **Notice Requirement:** A participant or Released Party intending to seek arbitration must first send a written Notice of Dispute by certified mail, describing the nature and basis of the claim and the relief sought. If the claim is not resolved within sixty (60) days of receipt of the Notice, either party may commence arbitration.

d. **Arbitration Procedures:** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules, including AAA's Consumer-Related Disputes Supplementary Procedures. If any term of the AAA Rules conflicts with this Arbitration Agreement, this Agreement's terms will control. The arbitrator shall apply these Terms as a court would.

e. **Hearing Location and Format:** Unless otherwise agreed, arbitration hearings will be held in a location mutually convenient to both parties or determined by AAA. Claims under \$10,000 may be arbitrated solely via documents, telephonically, or in person, as determined by AAA Rules.

f. **Fees and Costs:** Arbitration fees are governed by AAA Rules. If a participant's claim is for \$75,000 or less, CCI will pay the participant's Arbitration Fees upon request. For claims exceeding \$75,000 or in cases of financial hardship, CCI and/or Retailer may cover additional fees as deemed necessary. Prevailing participants with claims under \$75,000 may be entitled to reasonable attorneys' fees.

g. **Confidentiality:** All arbitration proceedings, decisions, and awards will be strictly confidential.

14. Severability

The provisions of these Terms are severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision. Any excessively broad or unenforceable provision shall be construed to limit and reduce it to the maximum enforceable extent permitted by law.