# Wyze Scale Giveaway (the "Contest")

## OFFICIAL CONTEST RULES:

# Prize Package:

1. One (1) Wyze Scale valued at MSRP \$24.99 each

Total value of the Prize not to exceed \$24.99 for each prize winner.

## **General Conditions.**

Micro Center's February 2021 Contest (the "**Contest**") is sponsored by Micro Electronics, Inc. ("**Sponsor**"), the parent company of Micro Center.

Rules to the Contest are posted at <a href="https://www.microcenter.com">https://www.microcenter.com</a> (the "Sponsor Site"). The Contest is governed by these Official Rules (the "Rules") and the laws of the United States. All federal, state, and local laws and regulations apply.

The Contest is void where prohibited or restricted by law. By entering the Contest, entering individuals (each an "**Entrant**") agree to abide by the terms of these Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Contest. The Contest is also governed by Sponsor's Privacy Policy, as well as other policies pertaining to the Sponsor Site (collectively, the "**Policies**"), although these Rules will govern any conflict between any of the Policies and these Rules.

All entrants to the Contest by their participation in the Contest acknowledge and agree that they have read and understand the Contest rules and are bound by them.

No purchase is necessary to enter the Contest. By entering the Contest, you consent to joining the Micro Center Community being included in our email subscribers list to receive Micro Center Community Updates, eNews Update Best Sellers/Best Deals edition. You may update your preferences at <a href="https://www.microcenter.com/site/customer-support/help.aspx">https://www.microcenter.com/site/customer-support/help.aspx</a>. By entering the Contest, you consent to Micro Center utilizing provided media for marketing purposes.

# Who Can Enter?

The Contest is open to any person who is all of the following: (i) a legal resident of the United States (excluding Puerto Rico); and (ii) eighteen (18) years of age or older at the time of entry.

Officers, directors, and employees of Sponsor, and their vendors, subsidiaries, affiliates, divisions, or agents (including without limitation advertising and promotion agencies), as well as their immediate families and household members, are NOT eligible to participate in the Contest or win a prize. The Contest is in no way sponsored, endorsed by, or associated with Facebook, Twitter, or Instagram.

# **How to Enter:**

Potential Entrants may enter the Contest by doing each of the following:

- 1. Submit the required entry information on the giveaway form: https://promosimple.com/ps/10970/wyze-scale
- 2. (Optional) bonus entries will be given for following our Instagram account, Twitter account, and reading the article on our Community forum through the giveaway form.

Multiple entries per individual may not be submitted.

# **Entry Deadline:**

Potential Entrants may enter the Contest beginning February 03, 2021 and must enter no later than 11:59 pm ET on February 07, 2021.

Notification of winning will be provided only by email. Late, incomplete, computer-generated script, or other automated entries are not eligible and are void. Sponsor is not responsible for telephone, modem, or facsimile machine failure, or for incomplete, garbled, or delayed transmissions.

## Prize:

Micro Center will provide the following prize package (the "Prize"):

1. One (1) Wyze Scale valued at MSRP \$24.99 each

Total value of the Prize not to exceed \$24.99 for each prize winner.

## Awarding of Prize:

Micro Center, at its sole discretion, will randomly select three (3) prize winners from contest entrants. The prize will be awarded after the conclusion of online responses, ending 11:59 pm ET on February 07, 2021, via Micro Center's social media accounts.

## Winner Notification and Prize Claim:

The winners will be notified via email sent to the address specified in the winner's entry within ten business days following the end of the Contest. The winner will be required to respond to the email to acknowledge winner's desire to receive the Prize, and winner may be required to (i) provide his or her full mailing address, which address must be within the United States (excluding Puerto Rico), (ii) verify his or her social security number or taxpayer identification number, and (iii) sign and return a release of liability, declaration of eligibility, and where lawful, a publicity release, upon Sponsor's request.

If (a) Sponsor does not receive the winner's complete response (or the winner's parent's or legal guardian's complete response if winner is a minor) within the time specified in the Prize notification, (b) the Prize notification is returned as undeliverable, (c) the winner (or winner's parent or legal guardian if winner is a minor) fails to sign and return any required documents according to Sponsor's instructions, (d) the winner otherwise fails to claim the Prize properly, or (e) the winner is determined to be ineligible, then the Prize will be awarded to a replacement winner.

The replacement winner will need to satisfy all of the requirements of these Rules. This process will be repeated until the Prize is awarded. It is the sole responsibility of each Entrant to notify Sponsor of any change in email address. In the event of a dispute regarding who submitted a winning entry, the entry will be deemed submitted by the Authorized Account Holder of the email account specified in the entry.

"Authorized Account Holder" means the person who is assigned to 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 email address. The winner may be requested to provide Sponsor with proof that he/she is the Authorized Account Holder of the email address associated with the winning entry. WINNER MUST PICK UP PRIZE IN PERSON AT THE NEAREST MICRO CENTER RETAIL STORE LOCATION.

## **Disqualification:**

Sponsor reserves the right, at its sole discretion, to disqualify any Entrant that Sponsor determines (a) has tampered with the entry process, the operation of the Contest, or the Sponsor Site or affiliated websites, (b) has acted in an unsportsmanlike or disruptive manner, or with intent to annoy or harass Sponsor, other Entrants, or any other person or entity; or (c) to be ineligible under, or otherwise in violation of, these Rules or any of the Policies. Any attempt by an Entrant to commit any of the acts of misconduct set forth in this section may be a violation of civil and criminal law and Sponsor reserves the right to seek damages from such Entrant to the fullest extent permitted by law.

#### Termination:

Sponsor reserves the right, in its sole discretion, to suspend, modify, or terminate the Contest at any time for any reason, including but not limited to as a result of fraud, financial or administrative difficulties, a technical problem (such as a computer virus/bug), or unauthorized intervention that corrupts the administration, security, fairness, integrity, or proper functioning of the Contest. Should the Contest ever terminate, notice will be posted on the Sponsor Site and Sponsor will announce an alternate means for awarding the Prize.

#### Representations:

By entering the Contest, each Entrant represents and warrants to Sponsor that: (i) the Entrant meets all eligibility requirements of the Contest (including, without limitation, that Entrant is at least eighteen (18) years of age); (ii) the Entrant is the owner of the email address through which Entrant registered for the Contest; (iii) the Entrant is the owner of the media and the permissions of product shown in media through which Entrant registered to enter the Contest; and (iv) in entering the Contest, the Entrant will comply in all respects with these Rules, the Policies, and all applicable statutes, orders, regulations, and other laws.

# **Limits of Liability - Release:**

By entering the Contest, each Entrant agrees that the neither the Sponsor nor Facebook nor Twitter nor Instagram will have any responsibility whatsoever for losses or damages of any kind that result from entry or participation in the Contest or the acceptance, possession, or use of any Prize.

#### Use of Data:

Sponsor reserves the right to collect and use any information related to the Contest, including information on Entrants obtained through the registration for the Contest, in any manner permitted by the Policies or these Rules, including permitting third parties to collect and store such information on its behalf. Each Entrant acknowledges and agrees that all entry data submitted become the property of Sponsor and will not be returned. By entering the Contest, each Entrant grants to Sponsor the right to use and publish Entrant's name, username, state of residence, and any other information in the winning entry both online and in print, in connection with the Contest, without additional compensation, except to the extent prohibited by law. By accepting the Prize, the winner acknowledges and agrees to the use by Sponsor, without additional compensation, of his or her name, likeness, photograph, voice, and biographical material for Sponsor's advertising, marketing, promotion and other purposes, except to the extent prohibited by law. Other than as set forth in these Rules, Sponsor will treat any personal information provided in connection with the Contest in accordance with the Policies.

#### **Intellectual Property:**

These Rules, the Sponsor Site, and all other Contest-related materials and code are protected by Sponsor's copyrights. Copying or unauthorized use of any copyrighted materials, trademarks or any other intellectual property without the express written consent of the owner is strictly prohibited.

## Miscellaneous:

Any dispute between Sponsor and an Entrant arising out of or relating to these Rules, the Contest, or the Prize (or any component thereof) must be brought exclusively in the state or federal courts located in Franklin County, Ohio. If any part of these Rules is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such part will be modified by such court to the minimum extent necessary to make it enforceable while preserving to the maximum extent possible the original intent of Sponsor, and the remaining parts of these Rules will remain in full force and effect.

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