

# Tutta Bella "Cirque du Soleil" Contest

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

**A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** "The Tutta Bella Cirque du Soleil contest" ("Contest") is open only to legal residents of the United States; the Canadian provinces of Alberta, British Columbia, and Ontario; and age 13 or older. Employees and directors of Tutta Bella ("Sponsor"), their respective parents, subsidiaries, affiliated companies, and advertising, promotion, or production agencies associated with this offering (and the IRS dependents, immediate family members and individuals residing in the same household as any of the foregoing persons) are not eligible. All applicable federal, state, provincial and local laws apply. By participating, you agree to be bound by these Official Rules ("Rules"). Void where prohibited.

**2. Entry Period:** January 18, 2022, at 9:00:01 a.m. Eastern Time ("ET") through February 18, 2022, at 11:59:59 p.m. ET (the "Giveaway Period").

### **3. How To Enter:**

VIA WEBSITE: During the Giveaway Period, visit <https://tuttabella.getbento.com/contest>. All fields must be completed. Incomplete submissions are void.

Limit one (1) entry per person every 24 hours, regardless of method of entry. As part of the entry process, you may be given the option to choose to receive promotional messages from the Sponsor; however, your election to do so is optional and will not affect your chances of winning. Any attempt to enter more than every 24 hours with multiple identities, email addresses, or by any other means, may result in disqualification. No responsibility is assumed for illegible, lost, late, damaged, incomplete, misdirected, or stolen entries. Proof of transmission is not proof of receipt. Sponsor's database computer is the official timekeeping device for the Giveaway. Use of any macro, bot, script or other automated means to submit entries is prohibited. Each website entry will be deemed submitted by the authorized account holder of the email account associated with the entry. An "authorized account holder" is defined as the natural person to whom the email address is assigned by an internet service provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

**4. Selection of Winners:** One (1) Grand Prize winner and 5 Runner Up Winners will be selected in a random drawing on or about February 18, 2022. Potential winners will be notified using the contact information supplied at time of entry. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Failure to respond to any winner notification within two (2) business days may result in disqualification and selection of an alternate winner. Potential winner may be required to

sign an affidavit of eligibility, liability/publicity release (where legal), and an IRS Form W-9. Failure to comply when requested may result in disqualification and selection of an alternate winner. If potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified, and an alternate winner may be selected. Sponsor reserves the right to require proof of identification, age, eligibility, and acceptance of these Official Rules from any potential winner prior to awarding a prize.

**5. Prize/Odds:** One (1) Grand Prize is available. Grand Prize consists of: one (1) Two Hundred and Fifty Dollars Tutta Bella Gift Card (\$250.00), and two (2) VIP Cirque du Soleil Alegria tickets for a Redmond, WA show in 2022 (to be used by March 31<sup>st</sup> 2022). The total Approximate Retail Value ("ARV") of the Grand Prize is \$550.00.

Five (5) runner up prizes are available. Each runner up prize consists of: one (1) \$100 Tutta Bella Gift Card (\$100) and Two (2) Reserved tickets to Cirque du Soleil Alegria tickets for a Redmond, WA show in 2022 (to be used by March 31<sup>st</sup>, 2022). The total Approximate Retail Value ("ARV") of each runner up prize is \$250.

Winners are responsible for any and all federal, state and local taxes and relating to the prize. Prize is non-transferable and no substitution by winner is allowed. Travel (of any kind) is not included. Sponsor reserves the right to substitute prize or any component thereof for something of equal or greater value in the event the advertised prize or any component thereof becomes unavailable. Any difference between advertised and actual value will not be awarded. Prizes are non-transferable and travel of any kind is not included. If winner(s) are not local, they are responsible for their own travel.

Odds: Odds of winning depend on the number of eligible entries.

**6. Prize Conditions:** Sponsor may conduct a background check to confirm eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate winner. If a potential winner or potential guest has engaged in or does engage in any conduct that could damage the reputation or business of any sponsor, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner, time permitting. Each potential winner and potential guest must also comply with all requirements for proper and appropriate behavior during any prize-related activities or events. Any inappropriate behavior, as determined by Sponsor in its sole discretion, may result in removal from any activity or event.

**7. Conditions Of Participation/Release of Liability:** By entering you agree that: (a) Sponsor, Tutta Bella, and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all of their respective officers, directors, employees, shareholders, representatives, licensors, licensees, distributors, retailers and agents (collectively the "Released Parties") will have no liability whatsoever for, and you release and hold harmless the Released Parties for any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from

acceptance, possession, misuse or use of or inability to use any prize or from participation or inability to participate in this Contest, including any Contest-related activity, and under no circumstances, including negligence, shall any of the Released Parties be liable for any direct, indirect, incidental, special or consequential damages resulting from participation in the Contest or acceptance, use or misuse of any prize, (b) Released Parties will have no liability whatsoever for failure to supply a prize or any part thereof, by reason of any acts of God, any severe weather, hurricane, flood, fire, war, transportation interruption of any kind, or any other cause beyond their control, (c) except where legally prohibited, winners grant (and agrees to confirm in writing) permission for the Released Parties and those acting under their authority to use his/her name, photograph, voice, statements and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide, including, without limitation, on the Internet, without notice, review or approval, (d) if any prize notification or prize is returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Rules, such prize will be forfeited and an alternate winner may be selected at Sponsor's discretion, (e) noncompliance with any of the foregoing may result in disqualification and awarding of prize to an alternate winner as determined in the sole discretion of the Sponsor.

**8. General:** No responsibility is assumed for (a) any damage to an entrant's computer system or mobile device which is occasioned by accessing the Website or otherwise participating in the Giveaway; (b) any computer system, mobile phone, hardware, software or program malfunctions, or other errors, failures or delays; (c) incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen, or entries or prize notifications; (d) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; (e) miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, mobile phone or cable transmissions; (f) any technical malfunctions, failures, difficulties or other errors of any kind or nature; or (g) the incorrect or inaccurate capture of information, or the failure to capture any information.

Persons who tamper with or abuse any aspect of the Contest or any website, as solely determined by the Sponsor, will be disqualified, and Sponsor reserves the right to terminate such entrant's eligibility. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest, and select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, technical failure, theft or destruction, or unauthorized use of any technology used in connection with this Contest. Any use of macro, automatic, programmed, robotic, or like entry methods will void all such entries by such methods, and entrants using such methods will be disqualified.

By participating, you agree that: (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (d) these Rules and all disputes shall be governed by the internal laws of the state of Washington, without regard to principles of conflicts of laws, any disputes shall be resolved exclusively in the state or federal courts in the state of Washington and you expressly consent to the jurisdiction of said courts and waive any objection thereto. For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.

**9. Data Collection/Privacy:** Sponsor and its agencies collect information from you when you enter the Contest. Entering the Contest constitutes your permission to Sponsor to collect and maintain the data.

**10. Winner List:** For name of winner, available after March 31, 2022, send a self-addressed stamped envelope to Tutta Bella Alegria Contest, 4918 Rainier Ave S Seattle, WA 98118

**11. Sponsor:** Tutta Bella