

Official Promotion Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. Each Promotion announced on any social media or on the website www.timepiece4torah.org or via any other medium now existing or which may exist in the future by Mekor Chaim Inc. (the "Sponsor") from time to time, whether a single event or a repeating event, shall be subject to these Official Rules.

- 1. Eligibility:** Each Promotion will be held during the time specified in an announcement ("Announcement") from the Sponsor until such time as the Sponsor discontinues such Promotion. To enter, Entrants must be 18 years of age or older at the time of entry into the Promotion. Entries must be submitted by the earlier of, the time specified in the Announcement ("**Entry Period**") or the time at which all slots in the drawing filled. Entrants may enter at the website www.timepiece4torah.org. Entries are processed in the order they are received. No responsibility is assumed for lost, late, incomplete, or failed to be delivered entries. Once submitted, entries are referred to herein as "Submissions." The computer clock of the Sponsor's webmaster is the official timekeeping device of the Promotion. Employees of Sponsor, their respective subsidiaries, affiliates, promotion or fulfillment agencies, and any of their affiliated companies and suppliers, immediate families and members of the household, and their respective officers, employees, and directors are not eligible to enter or win. Use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all entries and result in disqualification. You may not enter more times than indicated by using multiple email addresses, identities, or devices to circumvent the rules.
- 2. Alternative Means Of Entry (AMOE):** In lieu of entering by interacting as described below, you may enter this Promotion by the date specified in the Announcement by sending an email with a subject line of "AMOE – submission", and a body containing your full name, email address, and physical address to the Sponsor at promotions@timepiece4torah.org. Your entry must be emailed in a separate email and received within the Entry Period. 2.5% of available slots in any given Promotion have been set aside for AMOE Submissions. All AMOE entries received after the allotted AMOE slots have been filled will be added to a waitlist in the order that they are received. If a AMOE is found ineligible or there are open slots at the end of the entry period, waitlisted AMOE entries will be added into the promotion. The waitlist will reset after each promotion. No responsibility is assumed for lost, late, incomplete, or illegible entries. Limited to one Entry per individual name and individual address. If any slots, initially set aside for AMOE Submissions, remain unclaimed with less than an hour remaining in the Entry Period, they will be made available to be distributed by other means. If an AMOE entry is received in the final hour and all slots have been distributed, the AMOE entry will be guaranteed a slot in the following promotion.

3. **Entry Requirements:** By entering, you represent that you have read these Official Rules, the website policies found at www.timepiece4torah.org, the Terms of Use found at www.timepiece4torah.org, and that you agree to be bound by them.

This is a promotional drawing with a limited number of entry slots in which prizes are given away at random, free of charge to the Entrants. The Promotion may give Prizes in a random drawing from all eligible entries. Each Promotion is conducted at no cost to the participant.

4. **Social Media.** If the Promotion is hosted within Instagram, Facebook, WhatsApp, or X, each such Promotion is in no way sponsored, administered, or associated with any of them. By entering, Entrants confirm they (i) are 18+ years of age, (ii) release Instagram, Facebook, WhatsApp, and X of responsibility, and (iii) agree to each of their terms of use. To the fullest extent permitted by applicable law, each Entrant hereby (i) irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") arising directly or indirectly from the Sponsor's exercise of its rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Submission and the rights granted in Section 12, and whether resulting in whole or in part by the negligence of Sponsor, Instagram, Facebook, WhatsApp, or X or any other person ("Authorized Persons"), (ii) covenants not to make or bring any such Claim against any Authorized Persons, and forever releases and discharge the Authorized Persons from liability under such Claims.
5. **Prizes:** The value of the Prizes shall range from \$5,000 (Five Thousand) to \$140,000 (One Hundred and Forty Thousand) USD, as will be stated in the Announcement. Within seven (7) days from the conclusion of an Entry Period, one or more winning entries will be selected in a random drawing from all eligible entries received during the Entry Period. The Announcement shall indicate the number of winners and how the winners are drawn (e.g. by spinning a wheel with all submissions on it).

Physical prizes are not affiliated with the manufacturer and are provided "as is."

The winners will be contacted via a text or phone call 48 hours from the end of the Entry Period). To receive the Prizes, the winners will be required to provide, within seven (7) calendar days from the contact, their first and last name, email address, physical address, telephone number, and a W9 form. The Sponsor may send the winner a 1099 form when applicable. Within seven (7) days after the Sponsor receives all the required information from each winner, each winner will be sent the Prize set forth in the Announcement. No transfer or substitution of any Prize is allowed except by the Sponsor in its sole discretion.

6. **Taxes:** Any tax liabilities are solely the responsibility of each winner.
7. **Interpretation:** Sponsor shall be deemed the sole interpreter of the rules and conditions governing the Promotion. By participating, Entrants acknowledge and agree to be bound by these Official Rules and that the decisions of the Sponsor are final.
8. **Data Privacy:** Entrants agree that personal data, especially names and addresses, may be processed, stored and otherwise used for the purposes and within the context of the Promotion and any other purposes outlined in these Official Rules. The Sponsor may also use the data to check Entrants' identity, their postal address and telephone number, or to otherwise verify their eligibility to participate in the Promotion and to receive a Prize. Entrants have a right to access, review, rectify, or cancel any personal data held by the Sponsor by writing to the Sponsor via email to privacy@timepiece4torah.org or at the mailing address listed below. If the Entrant's data required for entry into the Promotion is not provided or is inaccurate, the Entrant's Submission will be ineligible. Entrants agree that any personal data or other information provided to participate in this Promotion will be subject to the Privacy Policy found at www.timepiece4torah.org and the Terms of Use found at www.timepiece4torah.org and Sponsor shall have no liability or responsibility in connection therewith.
9. **Elimination:** Any false information provided within the context of the Promotion by any Entrant concerning identity, postal address, telephone number, email address, ownership of right or non-compliance with these rules or the like may result in the immediate elimination of the Entrant from the Promotion. Sponsor further reserves the right to disqualify any Entrant that it believes, in its sole and unfettered discretion, has infringed upon or violates the rights of any third party or otherwise does not comply with these Official Rules. Return of any Prize notification as undeliverable will result in automatic disqualification, and an alternate winner will be selected by Sponsor.
10. **Permission and Publicity Release:** By entering the Promotion, each Entrant grants an exclusive, worldwide, perpetual, fully-paid, royalty-free, freely transferable license to the Sponsor and its agencies to post the Submission on the Sponsor's social media or any other media. By accepting the Prize, a winner grants an exclusive, worldwide, perpetual, fully-paid, royalty-free, freely transferable license to the Sponsor and its agencies to use, reproduce, distribute, create derivative works of, publicly perform, and publicly display the winning Submission and the winner's first name, city, state, portrait, picture, voice, likeness, image, and statements about the Submission for all purposes in any and all media now known and later devised, without further notice, review, consent or compensation, except where prohibited by law. Each winner waives all claims that it may have to its moral rights in its Submission.
11. **Indemnification:** Each Entrant certifies that their Submission is original, that they are the sole and exclusive owner and right holder of the Submission and that they have the right to submit the Submission in the Promotion. Each Entrant agrees to indemnify and hold the Sponsor, their subsidiaries and affiliates and their respective directors, officers, employees, agents and assigns, harmless against any and all claims, costs, damages,

attorneys' fees, expenses, any amounts and any liability arising out of acceptance, use or misuse of the Prize, which indemnity shall survive indefinitely.

12. **General Rules:** Sponsor reserves the right at any time to modify, change or revise any of these Official Rules. Every Promotion is void where prohibited, taxed or restricted by law. All federal, state and local laws and regulations apply.
13. **Severability:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Each Entrant understands that Sponsor is relying on this Agreement and will incur significant expense in reliance on this Agreement, and each Entrant agrees that this Agreement cannot be terminated, rescinded, or modified, in whole or in part.
14. **Limitations of Liability:** The Sponsor assumes no responsibility for any technical malfunctions that may occur during participation in the Promotion or any Promotion-related activity. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing (including, without limitation, any such problems which may result in the inability to access social media or the website(s)). The Sponsor are not responsible for any injury or damage to Entrants or any other person, or to any computer related to or resulting from participating in the Promotion. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part (including, without limitation, any Promotion date or deadline) and select winners from among those eligible Entrants from that portion of the Promotion that has not been compromised, if any.

IN NO EVENT WILL THE SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS), ARISING OUT OF OR IN CONNECTION WITH THE PROMOTION.

15. **Jurisdiction and Venue:** Except where prohibited, as a condition of participating in the Promotion, each Entrant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Promotion, or any Prize awarded, or the determination of winners shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will any Entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-pocket expenses (e.g., costs associated with entering the Promotion), and each Entrant further waives all

rights to have damages multiplied or increased. All issues, questions, rights and obligations of Entrant in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof and any matters or proceedings as set forth in these Official Rules, shall take place in the County of Nassau, New York. The parties waive rights to trial by jury in any action or proceeding instituted in connection with these Official Rules and/or any Promotion.

16. Winner's List: To obtain the name of the Winners for any Promotion, send a self-addressed, stamped envelope to the Sponsor.

Sponsor: Mekor Chaim Inc.
 1483 Broadway
 Hewlett, NY
 11557