

# Official Rules

To play this BetterPears Leaves Market Mug Giveaway, you must agree to and abide by these Official Rules.

## NO PURCHASE NECESSARY.

**1. Sponsor:** FugiCor, LLC, 9933 Sudbury Rd., Yukon, OK 73099 ("Sponsor").

**2. Administrator:** Jason Fugikawa, 9933 Sudbury Rd., Yukon, OK 73099 ("Administrator").

**3. Eligibility:** The *BetterPears Leaves Market Mug Giveaway* ("Promotion") is open only to legal residents of the 50 United States and Washington, D.C. who are at least eighteen (18) years of age (or age of majority in their jurisdiction of residence, whichever is older). **Past winners of previous versions of the BetterPears Leaves Market Mug Giveaway are not eligible to win.** Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising, promoting the Promotion or supplying the prizes and/or their respective parent, subsidiary, affiliated, and successor companies (collectively, the "Promotion Entities"), and immediate family and household members of such individuals, are not eligible to play or win. In addition, Dr. Jason Fugikawa and his immediate family and household members are not eligible to play or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three (3) months a year, whether related or not. Void where prohibited or restricted by law.

**4. How to Enter:** Sponsor has already launched BetterPears Leaves and received monthly contributions since March 1, 2024. From July 1, 2024 until December 31, 2024, Sponsor will continue to receive and track monthly BetterPears Leaves contributions of \$12 or more. Each month will feature its own independent instant win game (the "**Promotion Period**"). An individual's participation in the Promotion depends on whether (or not) and for how long they have been a pre-existing BetterPears Leaves contributor and, as a pre-existing contributor, how many months they have already contributed at the \$12 or more level, receiving one (1) entry per qualifying contribution month. **If an individual is NOT a Pre-existing Contributor**, they will receive one (1) entry for each qualifying contribution month during the Promotion Period. Additional entries may be received by pre-existing and new BetterPears Leave contributors for each new qualifying contributor referral during the Promotion Period. One (1) additional entry will be received by each referring contributor when the new contributor enters the referring contributor's email address in the comment field during payment processing (Limit of ten (10) entries from referrals per referring contributor per month.)

To contribute, navigate the internet to <https://BetterPears.com/Leaves>. To find out if you are a winner, visit <https://BetterPears.StellarWebSystems.com> and login to your account using your contributor email address. Winners will be listed by the 14<sup>th</sup> of the following month in the message module of your user dashboard. Winners will also be contacted directly via email or phone by the Sponsor.

Any unclaimed/forfeited Prizes will be awarded in a Second Chance Drawing (the “**Second Chance Drawing**”) from among all eligible entries for the applicable month. If necessary, Second Chance Drawing will be conducted on or about three (3) business days following the applicable prize claim deadline by Administrator, whose decisions are final and binding on all matters related to this Promotion. Potential winners selected in Second Chance Drawings (if any) will be notified via e-mail address as provided at time of initial contribution or mail-in request (as applicable). If necessary, the process will continue until a Winner for the applicable month is confirmed.

Odds of winning Grand Prize via Second Chance Drawing (if applicable) depend on the number of eligible entries for a given month of the Promotion Period.

*†Be sure to carefully review the terms of the monthly contribution before purchasing same; without limitation, the monthly contribution will be automatically renewed and your credit card, debit card, or other payment instrument will automatically be billed by Sponsor.*

**No Purchase Method of Entry:** To obtain one (1) free entry (while supplies last), on a 3”x5” card handprint your first and last name, complete mailing address, e-mail address, daytime phone number and date of birth, and mail along with a separate, self-addressed, stamped envelope to: “*BetterPears Leaves MMG*”, c/o FugiCor, LLC, 9933 Sudbury Rd, Yukon, OK 73099. Limit one (1) request per family/household, per month and per outer stamped envelope for each Promotion Period. To be eligible to receive an entry for a given month (provided supplies last), the request must be postmarked by the first business day of the following month and received seven (7) days later. For August 2024, November 2024, and December 2024, as the first day of the following month falls on a Saturday/Sunday/Holiday, the request must be postmarked by the next business day and the request must be received seven (7) days later: for November 2024, requests must be postmarked by December 2, 2024 and received by December 9, 2024; for December 2024, requests must be postmarked by January 2, 2025 and received by January 9, 2025. Vermont residents only need not affix return postage.

<b>Months</b>	<b>Mail in Entry Postmarked &amp; Received by Dates</b>
June 2024	7/1/24 & 7/9/24
July 2024	8/1/24 & 8/8/24
August 2024	9/3/24 & 9/10/24
September 2024	10/1/24 & 10/8/24
October 2024	11/1/24 & 11/8/24
November 2024	12/2/24 & 12/9/24
December 2024	1/2/25 & 1/9/25

**Limit of one (1) entry per family/household per month regardless of the entry method.**

**Prize Claim Deadline:** Entrants who with a winning monthly entry will have fourteen (14) days to submit the claim form received by email to claim their prize. You are not a Prize winner unless and until your official entry has been verified by the Administrator, in accordance with these Official Rules and you have otherwise complied with all requirements of these Official Rules.

CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION OR TO SEEK TO DEFRAUD SPONSOR AND/OR ADMINISTRATOR AS TO THE CONDUCT OF SAME VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PERSON MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

**5. Winner Verification:** Winners will be contacted by email and phone (if provided) and be required to complete an online form to verify their eligibility, prize selection, and shipping address within the 50 United States and Washington, D.C. If the prize claim form is not submitted to Sponsor within the specified time period, potential winner may be disqualified and the corresponding prize will be awarded via the Second Chance Drawing as per Section 4 above.

**6. Prizes, Approximate Retail Values (ARVs) and Odds of Winning:** There are a total of six (6) Grand Prizes, with one (1) Grand Prize available per month of the Promotion Period (each a “Grand Prize” or collectively “Grand Prizes”).

Grand Prize: Each Grand Prize consists of one (1) 11 oz. ceramic mug selected from the BetterPears Market (<https://BetterPears/Printify.me>) catalogue. For the avoidance of doubt, each official entry for the Promotion has no retail value. **ARV of each Grand Prize: \$24.49.** Grand Prize includes:

- One (1) fully designed, 11 oz. microwave safe ceramic mug from the BetterPears Market. (ARV: \$13.99)
- Shipping and Handling Fees and to any postal address in the 50 United States and Washington, D.C. (ARV: \$7.99)
- Any applicable sales tax.

Odds of winning a Grand Prize depend on the number of monthly contributors to BetterPears Leaves each month, the number of referral entries awarded each month, and number of Mail-In Entries received each month during the Promotion Period.

**7. Additional Prize Restrictions:** LIMIT: ONE (1) PRIZE PER PERSON/FAMILY/HOUSEHOLD.

No substitution or transfer of prize (or portion thereof) except with Sponsor's permission or where required by law. If for any reason any announced prize (or portion thereof) becomes unavailable for any reason, Sponsor in its sole discretion may award a substitute prize/prize component of equal or greater value (except as otherwise indicated herein). Prize is not redeemable for cash.

**8. Conditions and Limitations of Liability:** By participating, each entrant agrees: (a) to be bound by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects; and (b) to release, discharge and hold harmless

each of the Promotion Entities, Meta Platforms Inc, X Corp. (formerly, Twitter, Inc.), Google LLC, Jason Fugikawa personally, each of their respective advertising and promotion agencies, any entity responsible for the administration of this Promotion, each of the foregoing entities' respective parent, subsidiary, related, affiliated and successor companies, and each of their respective officers, directors, agents, representatives and employees (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage, including, without limitation, death and bodily injury, arising in any manner, directly or indirectly, in whole or in part, from participation in this Promotion or any Promotion-related activity (including without limitation, any travel related thereto), and/or from entrant's acceptance, receipt, use or misuse of a Grand Prize (to the extent applicable) (including without limitation, any failure to pay taxes thereon).

By accepting prize, prize winners grant Sponsor and its designees permission to use his/her name, voice, likeness, photograph, Prize information, biographical data and city and state of residence on a winners' list (if applicable) and for programming, publicity and promotional purposes, worldwide in all forms of media now known or hereafter developed, in perpetuity, without further compensation unless prohibited by law. The preceding may also include recording of prize award/prize claim procedure as determined in the sole discretion of Sponsor. Sponsor and its designees are not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, at Sponsor's discretion, without further obligation or compensation. Promotion subject to the laws of the United States only. All federal, state and local laws and regulations apply.

**9. Disputes:** To the fullest extent permitted by law, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or the awarding of prizes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Oklahoma; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules (whether of the State of Oklahoma or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oklahoma.

**10. Winners' List:** For the names of winners, mail a self-addressed, stamped envelope to: BetterPears Leaves Winners 2024, c/o FugiCor, LLC, 9933 Sudbury Rd, Yukon, OK 73099. All such requests must be received by January 31, 2025. Winners' list will be available after February 14, 2025.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Meta Platforms Inc, X Corp. (formerly, Twitter, Inc.), Google LLC. You understand that you are providing your information to Sponsor and not to Meta Platforms Inc, Twitter Inc, Google LLC.