BlackBoxStocks 2024 BFCM Giveaway Sale

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: The BlackBoxStocks BFCM Giveaway Sale (the "Sweepstakes") is open only to those who send entry by mail, the entry form is located on the sweepstakes page

at https://blackboxstocks.com/sweepstakes/, or to those who purchase the \$777.00/ 1 Year Membership, and who are 18 years of age as of the date of entry. The sweepstakes is only open to legal residents of the USA and Canada and is void where prohibited by law. Employees of BlackBoxStocks, Inc. (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of BlackBoxStocks, Inc., as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state, and local laws.

3. Sweepstakes Period: Entries will be accepted by mail with a postmark dated 11/01/2024 starting on 11/01/2024 and ending on 12/03/2024. All entries must be postmarked by 12/03/2024 and received by 12/11/2024.

4. How to Enter: There are two ways to enter the Sweepstakes. (1) The Sweepstakes may be entered by submitting an entry by mail using the Sweepstakes Entry Form which can be downloaded from the Sweepstakes website. Sweepstakes Entry Form includes the participant's Name, Email Address, Physical Address, and Phone Number, and is located on the Sweepstakes website, located at www.blackboxstocks.com/sweepstakes. A maximum of ten (10) entries are permitted per participant that may be mailed to BlackBoxStocks, Inc. Each mail-in entry is limited to **one** (1) entry per envelope. Any additional entries exceeding the limit will be voided by BlackBoxStocks, Inc. (2) A purchaser of the \$777.00/1 Year Membership during the contest period will be automatically entered in the Sweepstakes unless the "opt-out" option is selected before completing the purchase. Each purchase (per email address) of the \$777.00/ 1 Year Membership will automatically enter a total of ten (10) entries into the Sweepstakes. A maximum limit of one (1) \$777.00/ 1 Year Membership purchases or ten (10) entries is allowed per participant. A maximum of ten (10) entries, sent by mail and/or by purchasing the \$777.00/ 1 Year Membership, as a combined total are permitted per participant. The entry must fulfill all sweepstakes requirements, as specified, to be eligible to win one of the prizes. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of BlackBoxStocks, Inc. Each participant is permitted a maximum of ten (10) entries, and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of BlackBoxStocks, Inc.

5. Prizes: Winners will receive the prize they were drawn for at the time of drawing (The Ultimate Trading Station) (a \$4.990.00 value). Actual/appraised value may differ at the time of prize award. The specifics of the prizes shall be solely determined by the Sponsor.

No cash or other prize substitutions are permitted except at Sponsor's discretion. The prizes are non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. BlackBoxStocks, Inc. will be responsible for shipping the prizes to winners via FedEx. BlackBoxStocks, Inc. is no longer liable for prizes once winner signs for and accepts prize from FedEx. For further information, see item 10, Limitation of Liability. No substitution of prizes or transfer/assignment of prizes to others or request for the cash equivalent by winners is permitted. Acceptance of each prize constitutes permission for BlackBoxStocks, Inc. to use winner's name, image, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner selection and notification: The 1st Prize, 2nd Prize, and five (5) 3rd Prize Winners of the Sweepstakes will be selected in a random drawing on 12/17/2024 under the supervision of the Sponsor and streamed LIVE on BlackBoxStocks' Facebook and Twitter accounts. A Participant is eligible to win only one (1) prize. If a Participant is drawn more than once, the Sponsor will keep drawing entries until all prizes are won by different Participants. This precludes any Participant from winning more that one (1) prize in the Sweepstakes. Winners will be notified via email to the email address they entered the Sweepstakes within five (5) days following the winners selection. BlackBoxStocks, Inc. shall have no liability for a winner's failure to receive notices due to the winner's spam, junk e-mail, or other security settings or for winners' provision of incorrect or otherwise nonfunctioning contact information. If the selected winners cannot be contacted, are ineligible, fails to claim the prize within seventy-two (72) hours from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize(s) may be forfeited, and an alternate winner(s) selected. BlackBoxStocks, Inc. will

also call each winner a total of three (3) times at the phone number provided on the entry/entries form to notify them and confirm the shipping address to receive prize.

The receipt by winner(s) of the prize(s) offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER(S) OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by you: By entering this content you understand that BlackBoxStocks, Inc., anyone acting on behalf of BlackBoxStocks, Inc., or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms & Conditions: BlackBoxStocks, Inc. reserves the right, in its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, BlackBoxStocks, Inc. may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by BlackBoxStocks, Inc.

BlackBoxStocks, Inc. reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions.

BlackBoxStocks, Inc. has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant(s) to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, BlackBoxStocks, Inc. reserves the right to seek damages from any such person(s) to the fullest extent permitted by law.

By entering the Sweepstakes you agree to receive email newsletters periodically from BlackBoxStocks, Inc. You can opt out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Limitation of Liability: By entering you agree to release and hold harmless BlackBoxStocks, Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer,

cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the

Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS SWEEPSTAKES, BUT IN NO EVENT SHALL DAMAGES INCLUDE ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes will be governed by and construed in accordance with the laws of state where the Sponsor is located as set forth below ("State"), without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction. The state and federal courts located in the State will be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All entrants and winners agree, by their participation in the Sweepstakes, to submit to the personal jurisdiction of the state and federal courts in the State and waive the right to sweepstakes jurisdiction.

12. 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.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the BlackBoxStocks, Inc. web site. Read the Privacy Policy at <u>https://blackboxstocks.com/wp-</u>

content/uploads/2023/03/BlackBoxStocksTermsandConditions-1.pdf.

14. Winners List: To obtain a copy of the winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: BlackBoxStocks, Inc. 5430 LBJ Fwy, Tower 3, Suite 1485, Dallas, TX 75240 USA. Requests must be received no later than 12/31/2024.

15. Sponsor: The Sponsor of the Sweepstakes is BlackBoxStocks, Inc. 5430 LBJ Fwy, Tower 3, Suite 1485, Dallas, TX 75240 USA.

16. Limitation of Third Party Liability: This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, TikTok, Snapchat, Youtube, Pinterest, LinkedIn, StockTwits, Microsoft/Bing, or Google. You understand that you are providing your information to the owner of this sweepstakes and not to Facebook, Twitter, Instagram, TikTok, Snapchat, Youtube, Pinterest, LinkedIn, StockTwits, Microsoft/Bing, or Google.