# **OFFICIAL SWEEPSTAKES RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. PARTICIPATION IN THE GIVEAWAY CONSTITUTES YOUR AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES ("RULES") AND DECISIONS OF THE SPONSOR, WHICH ARE FINAL AND BINDING. PLEASE READ THESE RULES CAREFULLY BEFORE ENTERING.

## 1. SPONSOR AND ADMINISTRATOR.

CrossLink Professional Tax Solutions, LLC ("CPTS"), 2000 N Alafaya Trail Ste #350, Orlando, FL 32826.

# 2. ELIGIBILITY.

Open to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age and the age of majority in their state of residence at time of entry.

Employees, directors, representatives, and agents of CPTS and its parent, affiliates, and subsidiaries, and each member of their immediate family (spouse, parent, children and siblings and their respective spouses, regardless of where they reside) and/or those persons living in the same household, whether or not related, are NOT eligible to enter or win a prize.

# 3. GIVEAWAY PERIOD.

The CrossLink iPad Giveaway (the "Giveaway") commences at 12:00 P.M. Eastern Standard Time ("EST") on Thursday, May 2, 2024, and concludes at 11:59 P.M. EST on Thursday, May 23, 2024 (the "Giveaway Period"). Entries that are received before or after the Giveaway Period will be disqualified.

# 4. HOW TO ENTER.

During the Giveaway Period, there are two (2) ways to enter. There is a limit of one (1) Entry per natural person. You may not enter more than one (1) time 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 entry may be removed from eligibility at the sole discretion of CPTS. The Entry must fulfill all Giveaway requirements, as specified below, to be eligible to win a prize. Entries that are incomplete or submitted without following the rules or specifications may be disqualified at the sole discretion of CPTS.

- 1.) **Purchase/Renewal Method**: An individual or entity owner who purchases either CrossLink's Desktop or Online software, during the Giveaway Period, will automatically be entered. To be clear, if an entity is the purchaser of the software, CPTS will consider the owner as the entry person. If there is more than one owner of the Giveaway, then CPTS will give the owners 72 hours after being notified of winning, to determine the prize recipient. Failure to name a prize recipient within the 72 hours will result in a forfeiture of the prize.
- 2.) Online Entry: To receive one (1) free Entry without the purchase of CrossLink Software, Entrants must visit the CPTS iPad Giveaway Online Entry Form <u>https://www.crosslinktax.com/ipad-giveaway-2/</u> and follow all on-screen instructions to submit their free Entry by the end of the Giveaway Period. Entrant will be required to provide information, including but not limited to the Entrant's full name, physical address (no P.O. Boxes permitted), date of birth, and email address. Any incomplete or unintelligible Entries, or Entries generated by a script, macro, or other automated means, will be disqualified at the sole discretion of CPTS.

Entries are void if (i) not obtained or submitted in accordance with these Rules, or (ii) are obtained as the result of or in connection with a sale, transfer, or other method which we determine, in CPTS' sole discretion, is in violation of these Rules. CPTS reserves the right to audit Accounts at any time and has the right to request proof of your Entry.

# 5. GIVEAWAY DRAWING AND ODDS OF WINNING.

The Giveaway Drawing ("Drawing") will be conducted by CPTS, from among all eligible Giveaway Entries received during the Giveaway Period. Odds of winning depend on the total number of eligible Giveaway Entries received. CPTS' decisions shall be final and binding on all matters relating to the Giveaway. The potential Giveaway winner will be randomly selected under the discretion of CPTS on Friday, May 24, 2024, and will be notified shortly thereafter.

#### 6. PRIZE AND APPROXIMATE RETAIL VALUE.

There is one (1) Prize available to be awarded, subject to availability. The Prize winner will receive one (1) Apple iPad (10<sup>th</sup> Generation) Wi-Fi 64GB. This Prize shall include the iPad, USB-C Charge Cable, and 20W USB-C Power Adapter.

The approximate retail value (ARV) of the Prize shall not exceed \$500. Actual ARV is based upon applicable sales tax and the cost of shipping the Prize to the Giveaway winner. This Prize does NOT include AppleCare+ coverage, a cellular data plan, any iPad accessories [e.g., protective cases, keyboards, Apple Pencils, etc.], any Apple service subscriptions [e.g., Apple TV+, Apple Fitness+, Apple Arcade, etc.], or any other expenses associated with the use and ownership of the Prize, including any expenses not specified herein as being included in the prize award.

#### 7. PRIZE TERMS AND CONDITIONS.

Prizes consist only of the elements expressly set forth above; no other elements are included in the Prize and any such expenses in connection with the use and ownership of the Prize are the sole responsibility of the Winner. The Winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize not specifically provided herein. In the event that, for reasons beyond their control and not related to the Winner, CPTS is unable to award any Prize as described in these Official Rules (including if the designated Prize should become unavailable for any reason), CPTS may substitute the Prize with another Prize of similar nature value at its sole discretion. The Prize is non-assignable and non-transferable and is not redeemable for cash and no substitution will be made except as provided herein at CPTS' sole discretion. Any difference between the ARV of any Prize stated and the actual value of the Prize will not be awarded. If a selected Winner is unable to accept a Prize in its entirety for any reason, the Prize may be forfeited. All Entries and potential Prize Winners are subject to verification by CPTS, whose decisions are final and binding. No compensation will be paid in lieu of a Prize or in the event that the Prize has been forfeited for any reason stated in these Official Rules. CPTS shall not be held responsible for any delays in awarding any Prize for any reason. By participating in this Giveaway or submitting an Entry, each Entrant agrees: (i) to be bound by these Official Rules, including all entry requirements, (ii) to allow CPTS to send Giveaway specific emails, and (iii) to release and hold CPTS harmless from and against any and all claims, injuries, damages, losses and liability that may occur, directly or indirectly, in whole or in part, from the participation in the Giveaway or from the receipt or use of any Prize or activity related to the receipt or use of any Prize. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control.

#### 8. GIVEAWAY WINNER NOTIFICATION AND PRIZE CLAIM.

The winner of the Giveaway is subject to verification. CPTS will attempt to notify the potential winner via email using the email address provided for Entry or provided to CPTS on an Order for the purchase of CrossLink software. The potential Giveaway winner will be required to respond to us within five (5) days of the date of notice or attempted notice is sent, in order to accept the Prize. Upon acceptance, the potential Giveaway winner will be sent Winner documents via email and will be required to verify their eligibility by completing, signing, and returning an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, and a completed and signed Federal W-9, via email by the date indicated on the documents.

Any Prize will be forfeited, and an alternate potential winner may be contacted if: (1) a Prize notification is returned as undeliverable; (2) any required response is not received in five business days for any reason; (3) any Prize claim forms or winner verification materials are not returned within the specified time period; or (4) any potential winner is found to be ineligible or otherwise not in compliance with these Rules, as determined by CPTS in its sole discretion. CPTS is not responsible for any change of email address or other

contact information of Entrants, and CPTS is not required to make more than one attempt to notify or verify any potential Giveaway winner.

Winners are solely responsible for any applicable federal, state, and local taxes on the Prize and will be issued an IRS Form 1099 in January of 2025 reporting the value of any Prize valued \$600 or over. Winners are responsible for paying taxes on the full Approximate Retail Value of the Prize awarded to them.

### 9. GENERAL CONDITIONS.

In the event that the Giveaway is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Giveaway, CPTS reserves the right, in its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Giveaway. In CPTS' sole discretion, if any portion of the Giveaway is not capable of running as planned for any reason, or the integrity and/or feasibility of the Giveaway is severely undermined by any event beyond the control of CPTS, including but not limited to fire, flood, health pandemic or epidemic, earthquake, explosion, extreme weather conditions, interruptions in air travel, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of CPTS (each a "Force Majeure" event or occurrence), CPTS shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Giveaway without any further obligation. In the event of cancellation prior to the conclusion of the Giveaway Period, CPTS may award the Prize at issue in a random drawing from among all valid and eligible entries received for the applicable drawing up to the time of such cancellation. CPTS reserves the right to terminate the Giveaway pursuant to this section without awarding a Prize to any entrant of any type. In no event will more than the number of Prizes stated in these Official Rules be awarded. In the event that an Entry is confirmed to have been erroneously deleted, lost, or destroyed, the entrant's sole remedy shall be another Entry into the Giveaway.

## 10. LIMITATION OF LIABILITY AND RELEASE.

As a condition of entering the Giveaway, Entrants agree to release CPTS, and each of its respective parents, subsidiaries, affiliates, advertising and promotion agencies, and each of their respective officers, directors, employees, representatives, and agents (collectively, "Released Parties"), from any and all liability, loss, or damage incurred with respect to Entrant's participation in the Giveaway and the awarding, receipt, possession, and/or use or misuse of any Prize. No liability or responsibility is assumed by the Released Parties resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in the Giveaway. CPTS is not responsible for incorrect or inaccurate entry information whether caused by Entrant or by any of the equipment or programming associated with or utilized in the Giveaway, or by any technical or human error which may occur in the processing of the entries. No responsibility or liability is assumed by the Released Parties for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Giveaway: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of any Website or Application in whole or in part for any reason; traffic congestion on the Internet or any Website or Application; unauthorized human or non-human intervention in the operation of the Giveaway, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Giveaway. CPTS is not responsible for any typographical errors in the announcement of the Prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website or App. Use of any Website or Application is at user's own risk. Released Parties are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Promotion, use of any Website or Application or the download of any information from a website or any other loss related to user's participation in the Promotion or receipt of any Prize. CPTS may use thirdparty websites and social media platforms to advertise the Giveaway to the general public, including, but not limited to, YouTube, Google, Facebook, and Instagram. Such third-party websites and platforms are neither sponsors nor administrators of the Giveaway, they do not endorse the Giveaway, and they are not in any way affiliated with CPTS. Entrant hereby releases such third-party websites and social media platforms from any and all liability, loss, or damage incurred with respect to Entrant's participation in the Giveaway and the awarding, receipt, possession, and/or use or misuse of any Prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF CPTS OR PROMOTION PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

## 11. PRIVACY AND USE OF INFORMATION.

Submission of an entry, including any Prize notification documents ("Entrant Data"), constitutes your consent for CPTS to obtain, use, and transfer your Entrant Data for Giveaway administration purposes. By entering the Giveaway, you agree to receive emails [e.g., marketing messages, notification of new or related products and services, and promotions] periodically from CPTS or an affiliate. You can opt-out of receiving these emails at any time by following the instructions for unsubscribing contained in the email. The use of Entrant Data received by CPTS will be treated in accordance with CrossLink's Privacy Policy available at crosslinktax.com.

The Winner of the Giveaway must consent (and confirm such consent in writing upon request) to the use of their name, voice, picture or other likeness without compensation for promotional purposes in all media as determined by CPTS, except for residents of Tennessee and where prohibited by law.

# 12. GOVERNING LAW & JURISDICTION.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of CPTS in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules thereof. By entering, Entrant consents to the jurisdiction and venue of the U.S. federal, state, and local courts located in Orange County, Florida for the resolution of all matters or proceedings relating to this Giveaway or these Official Rules. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

# 13. CUSTOMER SERVICE AND WINNER LIST REQEST.

For questions about the Giveaway or to see the list of Winners, email <u>support@crosslinktax.com</u> no later than August 31, 2024.