

**Official Rules for the BoxLunch *SpongeBob SquarePants* Instagram Sweepstakes
 (“Sweepstakes”)**

No Purchase Necessary to Enter or Win. A Purchase Will Not Increase Your Chances of Winning.

ALL ENTRANTS (OR THEIR PARENT OR LEGAL GUARDIAN, IF AN ELIGIBLE MINOR) AGREE TO RESOLVE ANY DISPUTE BY BINDING ARBITRATION AND SHALL BE IN THE ENTRANT’S (OR ELIGIBLE MINOR’S PARENT OR LEGAL GUARDIAN’S) INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

1. **Eligibility.** The Sweepstakes is open only to legal residents of , and physically located within, the fifty (50) United States, the District of Columbia, or Puerto Rico, who reach the age of 16 or older at the time of entry.¹ Employees of Hot Topic, Inc. d/b/a BoxLunch (“Sponsor”) and its subsidiaries, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
2. **Entry Period.** The Sweepstakes begins at 12:00 PM Pacific Time on April 1, 2024, and ends at 11:59 PM Pacific Time on April 8, 2024 (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Sweepstakes.
3. **How to Enter.** During the Entry Period, for one (1) entry, you must:
 - (A) Be following the @BoxLunchGifts Instagram account,
 - (B) Press “like” on the Instagram image/video posted on April 1, 2024 around 12:00 PM Pacific Time to the @BoxLunchGifts Instagram account (the “Post”),
 - (C) Share the Post to your Instagram story,
 - (D) Save the Post, and
 - (E) Tag one (1) other Instagram account and state which bag you want to win in the comments section of the Post.

As an alternate method of entry, during the Entry Period, for one (1) entry, you must:

Send a Direct Message (“DM”) that says “Krabby Patty” in reply to one (1) of the three (3) Sweepstakes Instagram stories posted on April 1, April 5, and April 8, 2024 to the @BoxLunchGifts Instagram account and follow all response prompts via DM, including confirming

¹ A winner is considered a minor unless he or she is the age of majority in his or her state of residence by the Sweepstakes start date. The age of majority varies by state. The age of majority is 18 for all states except for: Alabama (19), Arkansas (18 or graduation from high school, whichever is later), Delaware (19), Mississippi (21), Nebraska (19), Nevada (18, or if still in high school at 18, 19 or graduation, whichever comes sooner), Ohio (18 or graduation from high school, whichever comes first), Tennessee (18 or graduation from high school, whichever is later), Utah (18 or graduation from high school, whichever is earlier), Wisconsin (18, or if still in high school at 18, 19 or graduation, whichever comes sooner), and Puerto Rico (21).

you meet the eligibility requirements as outlined in Section 1 above and/or providing the following information (if prompted): (a) full name, (b) email address, and (c) consent to receive future marketing emails from BoxLunch.²

There is a limit of one (1) entry per Instagram account. All entries must be complete and subject to verification by the Sponsor, in its sole discretion. Entries with inappropriate comments or images may be disqualified at the sole discretion of Sponsor.

You may not use an agency or any automated system to enter, and Sponsor reserves the right to disqualify any entries received through those methods, as determined by Sponsor, in its sole discretion. You may not enter more than once by creating multiple Instagram accounts and any attempt to do so will result in disqualification.

By entering, you (or your parent or legal guardian, if a minor in your state of primary residency) indicate your full agreement to these Official Rules and Sponsor's decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

4. **Winner Selection.** On or about April 9, 2024, Sponsor will select three (3) grand prize winners in a random drawing of all eligible entries received. The odds of being selected depend on the number of eligible entries received during the Entry Period. Sponsor will attempt to notify the potential winners within three (3) business days of the drawing via Instagram Direct Message at the Instagram account used to enter or via email to the email address provided during entry. Up to three (3) attempts will be made to contact each selected winner following the draw. A selected winner that does not or cannot accept a prize may be forfeited and a new winner will be selected by random drawing of all remaining eligible entries received during the Entry Period, in Sponsor's sole discretion.
5. **Potential Winner Requirements.** Except where prohibited, a potential winner (or a potential minor winner's parent or legal guardian) will be required to complete and return a declaration of eligibility and liability/publicity release. If a potential winner fails to sign and return these documents within the required time period, and time permits, an alternate potential winner may be selected in his/her/their place in a random drawing of all remaining eligible entries received during the Entry Period. Only one (1) alternate potential winner per grand prize may be contacted. Sponsor is not responsible for the failure for any reason whatsoever of a selected winner to receive notification or for the Sponsor to receive a selected winner's response. If a winner is a minor in his/her/their jurisdiction, then a parent or legal guardian must claim the prize. A potential winner will be required to provide a valid driver's license or valid government issued photo identification card to confirm eligibility. If the winner is a minor, then the potential minor winner must provide his/her/their parent or legal guardian's valid driver's license or valid government issued photo identification card. If applicable, a prize won by a minor may be awarded in the name of the minor's parent or legal guardian, as determined by Sponsor.
6. **Prizes.** The following prizes will be awarded:

Three (3) grand prize winners will each receive one (1) of the following –
 - Loungefly *SpongeBob SquarePants* Krusty Krab Kiddie Meal Figural Crossbody Bag - BoxLunch Exclusive (ARV \$69.90 USD),
 - Loungefly *SpongeBob SquarePants* Boating School Mini Backpack - BoxLunch Exclusive (ARV \$79.90 USD), or

² I hereby acknowledge that answering "yes" to this question via DM will subscribe my email address to future BoxLunch marketing and promotional emails.

- Loungefly *SpongeBob SquarePants* Flower Mini Backpack – BoxLunch Exclusive (ARV \$79.90 USD).

*Each winner may only choose one (1) prize from the above list, subject to available inventory. If the winner's desired prize is unavailable, Sponsor may provide the winner with a different BoxLunch merchandise item of equal or lesser value or a BoxLunch gift card of equal value, to be determined at Sponsor's sole discretion.

The total maximum Actual Retail Value ("ARV") of all prizes totals \$239.70 USD. Each winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred prior to award and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the advertised prize is not available for any reason, as determined by Sponsor, in its sole discretion. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Sponsor is not responsible for any cancellations, delays, diversions, or substitutions, or any act or omission whatsoever with respect to any prize.

7. **General Conditions.** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication.

In the event of a dispute as to the owner of an online entry, the authorized account holder of the Instagram account used to enter will be deemed to be the owner.

The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited. These Official Rules will prevail and control over all shortened versions of these Official Rules found elsewhere. Sponsor shall have the right to interpret and apply these Official Rules to individual circumstances in its reasonable discretion.

Sponsor reserves the right to terminate or amend this Sweepstakes at any time and in any way, without prior notice to entrants. Without limiting the foregoing, if, for any reason, the Sweepstakes is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Sweepstakes and conduct a random draw from all previously received eligible entries received during the Entry Period.

Sponsor reserves the right, in its sole discretion, to amend or modify these Official Rules, or modify, cancel, or suspend this Sweepstakes, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Sweepstakes.

8. **Release and Limitations of Liability.** By entering, you (or your parent or legal guardian, if an eligible minor) agree to release Sponsor, Nickelodeon, Meta, Inc., and Instagram, and each of their parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, and agents (collectively, the "Released Parties") from any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors that may

affect the Sweepstakes; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes; or (f) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorneys' fees or other legal costs. **IN NO EVENT SHALL YOU (OR YOUR PARENT OR LEGAL GUARDIAN) BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, DIRECT, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

9. **Privacy and Publicity.** Any information you submit as part of the Sweepstakes will be used in accordance with Sponsor's [Privacy Policy](https://www.boxlunch.com/customer-service/boxlunch-policies/privacy-policy/) (<https://www.boxlunch.com/customer-service/boxlunch-policies/privacy-policy/>). Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further notice, payment, or consideration.
10. **Intellectual Property.** All BoxLunch intellectual property, including, but not limited to, trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans, and representations are owned by Sponsor. All rights reserved. Unauthorized copying or use of any of Sponsor's intellectual property without the express written consent of Sponsor is strictly prohibited.
11. **Governing Law, Arbitration, and Class Action Waiver.** THESE OFFICIAL RULES AND THE INTERPRETATION OF THESE OFFICIAL RULES WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

YOU (OR YOUR PARENT OR LEGAL GUARDIAN) UNDERSTAND AND AGREE THAT ALL CLAIMS, DISAGREEMENTS, DISPUTES, OR CONTROVERSIES BETWEEN YOU AND SPONSOR (AND ANY OTHER RELEASED PARTY), AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, PARENTS, AFFILIATES, SUBSIDIARIES, AND/OR RELATED COMPANIES ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, YOUR PARTICIPATION IN THE SWEEPSTAKES, ANY AWARDS, PRIZES OR OTHER BENEFITS OBTAINED THROUGH THE SWEEPSTAKES, THESE TERMS AND CONDITIONS, AND/OR TO THE APPLICATION, ENFORCEABILITY, SCOPE, OR INTERPRETATION OF THIS AGREEMENT TO ARBITRATE ("DISPUTES") SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION.

ALL DISPUTES SHALL BE DETERMINED BY BINDING ARBITRATION: (1) ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS"), PURSUANT TO THE JAMS STREAMLINED ARBITRATION RULES & PROCEDURES EFFECTIVE JUNE 1, 2021 (THE "JAMS RULES"), AND AS MODIFIED BY THIS AGREEMENT TO ARBITRATE; (2) CONDUCTED BY A SINGLE, NEUTRAL ARBITRATOR; AND (3) TAKE PLACE TELEPHONICALLY UNLESS AN IN-PERSON HEARING IS SPECIFICALLY REQUESTED BY EITHER PARTY, IN SUCH CASE IN-PERSON HEARINGS SHALL TAKE PLACE AT A MUTUALLY AGREED UPON LOCATION, OR IF THE PARTIES CANNOT MUTUALLY AGREE UPON A LOCATION, THE COUNTY WHERE YOU RESIDE. TO THE EXTENT THAT THIS AGREEMENT TO ARBITRATE CONFLICTS WITH THE JAMS POLICY ON CONSUMER ARBITRATIONS PURSUANT TO PRE-DISPUTE CLAUSES MINIMUM STANDARDS OF PROCEDURAL FAIRNESS (THE "MINIMUM STANDARDS"), THE MINIMUM STANDARD IN THAT REGARD WILL APPLY.

The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/> or by calling JAMS at 800-352-5267. To commence an arbitration, a Demand for Arbitration is required to be executed and served on Sponsor. Service of the Demand for Arbitration on Sponsor can be mailed to Hot Topic, Inc., ATTN: Hot Topic Legal Department,

18305 E. San Jose Ave., City of Industry, CA 91748, pursuant to the instructions provided by JAMS to submit a Dispute for arbitration.

BECAUSE THE SWEEPSTAKES PROVIDED TO YOU BY SPONSOR CONCERNS INTERSTATE COMMERCE, THE FEDERAL ARBITRATION ACT ("FAA") GOVERNS THE ARBITRABILITY OF ALL DISPUTES. HOWEVER, APPLICABLE CALIFORNIA STATE OR U.S. FEDERAL LAW MAY ALSO APPLY TO THE SUBSTANCE OF ANY DISPUTES. YOU (OR YOUR PARENT OR LEGAL GUARDIAN) AND SPONSOR VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT YOU OR SPONSOR HAVE TO A JURY TRIAL.

NO CLASS ACTIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU (AND YOUR PARENT OR LEGAL GUARDIAN) AND SPONSOR AGREE THAT ANY AND ALL DISPUTES WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. NEITHER YOU (NOR YOUR PARENT OR LEGAL GUARDIAN) NOR SPONSOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER ENTRANTS/CONSUMERS, OR ARBITRATE ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Further, unless both you (and your parent or legal guardian) and Sponsor expressly agree otherwise, the arbitrator may not consolidate more than one person's claim. If this prohibition of class, representative, or consolidated arbitration is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

In the event you commence arbitration, after Sponsor receives notice that you have initiated arbitration, Sponsor will promptly reimburse you for your payment of the filing fee and Sponsor will pay any case management fees associated with the arbitration and the professional fees for the arbitrator's services.

12. **Winner's List.** To request the names of the winners, send a self-addressed, stamped envelope to BoxLunch, Attention: Social Media, 18305 E. San Jose Ave., City of Industry, California 91748. Requests must be received by April 9, 2025.
13. **Sponsor.** The Sweepstakes is sponsored by Hot Topic, Inc. d/b/a BoxLunch, 18305 E. San Jose Ave., City of Industry, California 91748.

This Sweepstakes is not sponsored by, endorsed by, administered by, or associated with Meta, Inc., Instagram, or Nickelodeon.