

Official Rules for the BoxLunch Holiday Scavenger Hunt (“Contest”)

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

1. **Sponsor.** The Contest is sponsored by Hot Topic, Inc. d/b/a BoxLunch, 18305 E. San Jose Ave., City of Industry, California 91748.
2. **Eligibility.** The Contest 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.
3. **Entry Period.** The Contest begins on December 1, 2024, and ends on December 10, 2024 (the “Entry Period”). Each day during the Entry Period, from 12:00 PM to 2:00 PM local time, there will be one (1) scavenger hunt period (“Scavenger Hunt Period”) at each BoxLunch store.

How to Enter. During the Entry Period, each BoxLunch store will hide two (2) cards containing a gold ornament (“Hidden Items”) during the Scavenger Hunt Period. Each Hidden Item must be redeemed in-store on the same day it is found, otherwise the prize will be forfeited.

The first two eligible people to find a Hidden Item will each receive one (1) \$50 USD BoxLunch Gift Card (see BoxLunch Store Associate to redeem). Once the Hidden Items are found, no further prizes will be awarded for that day.

4. **Prizes.** All BoxLunch stores will participate in the Contest. Each store will award a total of twenty (20) \$50 USD BoxLunch Gift Cards during the Entry Period totaling \$1,000 USD in BoxLunch Gift Cards awarded per store. **Limit one (1) prize per person per store.** The total Actual Retail Value (“ARV”) of all prizes equals \$277,000 USD.

The winner is responsible for paying any applicable income taxes. 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.

General Conditions. 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 Contest, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules. In the event that the operation, security, or administration of the Contest is impaired in any way, Sponsor may, in its sole discretion, suspend the Contest to address the impairment and then resume the Contest. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner.

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 Contest 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).

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. The Contest 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 Contest at any time and in any way, without prior notice to entrants. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest. Sponsor reserves the right, in its sole discretion, to amend or modify these Official Rules, or modify, cancel, or suspend this Contest, 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 Contest.

5. **Release and Limitations of Liability.** By entering, you (or your parent or legal guardian, if an eligible minor) agree to release Sponsor and its 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 Contest or receipt or use of any prize, including, but not limited to: (a) errors in the administration of the Contest; or (b) 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.**
6. **Privacy and Publicity.** Any information you submit as part of the Contest will be used in accordance with Sponsor's [Privacy Policy](#). Except where prohibited, participation in the Contest 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.
7. **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.
8. **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 CONTEST, YOUR PARTICIPATION IN THE CONTEST, ANY AWARDS, PRIZES OR OTHER BENEFITS OBTAINED THROUGH THE CONTEST, 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.

DISPUTES MAY ALSO BE REFERRED TO ANOTHER ARBITRATION ORGANIZATION IF YOU AND SPONSOR AGREE IN WRITING, OR TO AN ARBITRATOR APPOINTED PURSUANT TO SECTION 5 OF THE FEDERAL ARBITRATION ACT.

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 CONTEST 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.