

These terms and conditions are an extension of the Tombola Terms & Conditions available on: https://www.creativefabrica.com/blackfriday/tombola-terms-and-conditions/

Terms & Conditions: Creative Fabrica Black Friday Tombola

The Creative Fabrica Black Friday Tombola is hosted by Creative Fabrica B.V. from 18 November 2024 to 8 December 2024. Participants have a chance to win one of 161 prizes!

1. Eligibility

Participation is open to legal residents of the United States (Contiguous US only), Canada (excluding Quebec), the United Kingdom, and Australia, who are at least 18 years of age at the time of entry.

2. How to Enter

Purchase Entry: To enter, customers must purchase a Yearly Subscription or Yearly Subscription Extension between 18 November 2024 at 00:01 AM PT / 03:01 AM ET and 8 December 2024 at 11:59 PM PT / 03:59 AM ET (12/9). After purchasing, customers must follow the steps outlined on www.creativefabrica.com/blackfriday, providing personal information where necessary, such as name, email, and shipping address for prize delivery. Canadian participants must correctly answer a skill-testing question to participate. Please note that participation is not complete until the online form has been submitted, which must be received before the deadline on 8 December 2024.

No Refunds: By entering this promotion, the customer agrees to forfeit any rights to a refund for the Yearly Subscription Extension purchase upon completing the entry, the purchase becomes final, and no refunds will be issued, regardless of the outcome of the promotion.

AMOE: Participants who wish to enter without purchase may do so by submitting a mail-in entry using a pre-made form provided by Creative Fabrica. <u>View the mail-in</u>



entry form here.

Participants must print and fill in the form, which will require their full name, date of birth, email address, and mailing address. Canadian participants must correctly answer a skill-testing question to participate. The completed form should be sent to:

Creative Fabrica
Westerstraat 187 - 1
1015MA Amsterdam
The Netherlands

Mail-in entries must arrive before 8 December 2024. Participants are responsible for the cost of mailing the entry.

Multiple Entries: Participants may enter multiple times. Each purchase of a Yearly Subscription Extension qualifies as an entry. Each mail-in entry counts as one entry and must be sent in a separate envelope. Multiple entries in a single envelope will not be accepted.

3. Prizes

There are 150 prizes available. The prizes include the following:

- x20 PYD Life Tumbler Heat Press Machine (\$399 USD)
- x20 Siser Craft Heat Press (\$350 USD)
- x20 Pro 15x15 Heat Press & Tumbler Press Combo (\$349 USD)
- x20 Epson EcoTank (\$300 USD)
- x10 VEVOR Heat Press Machine (\$300 USD)
- x10 VEVOR Auto Heat Press (\$260 USD)
- x10 HTVRONT Auto Heat Press (\$236 USD)
- x10 Cricut Mug Press (\$196 USD)
- x10 Cricut EasyPress 2 (\$189 USD)
- x10 Sizzix Big Shot Plus (\$188 USD)
- x10 Cricut Hat Press (\$149 USD)



- X10 \$500 Gift Cards to your favorite crafting store! (\$500 USD or equivalent value converted to the local currency of the winner)
- 1x Trip to Amsterdam for 2 people for 1 week (prize value between \$2,500 USD -\$4,500 USD), special Terms and Conditions apply (see below "Trip To Amsterdam - Special Terms")

Prizes are non-transferable and cannot be exchanged for cash or other alternatives. Creative Fabrica reserves the right to substitute any prize with another of equivalent value in the event of unavailability.

4. Winner Selection

Winners will be randomly selected from all eligible entries on 12 December 2024. Winners will be notified via email, using the email address associated with their purchase or provided on the AMOE form. In addition, the names of the winners will be announced on our Facebook page.

5. Publicity Release

By accepting a prize, winners agree to allow Creative Fabrica to publish their name on Facebook or other platforms for the purpose of announcing the results of the tombola. This will be done without additional compensation, and is for the purpose of communicating the winners to the public.

6. Claiming Prizes

Winners must claim their prize by 12 January 2025, providing any additional details requested. If a winner fails to respond by this date, they forfeit the prize, and no alternate winner will be selected. Creative Fabrica is not responsible for unclaimed prizes. Participants are responsible for any applicable taxes on their prize.

7. Data Collection and Privacy

By participating, entrants agree that their personal information may be collected and used for the purposes of this promotion. This includes name, email, and mailing



address for prize delivery. For more details, please refer to our privacy policy: <u>Creative Fabrica Privacy Policy</u>. Personal data will not be used for any purpose other than selecting winners and fulfilling the prize, and will not be shared with third parties except as necessary for prize delivery and announcement of the winner.

By redeeming the gift, the customer agrees that the customer gives Creative Fabrica permission to add the shipping details provided in the gift form to the address details in the customer's Creative Fabrica account.

8. Prize Fulfillment Timeline

Prizes will be shipped to the winner's provided address within 8 weeks of the claim. In the event of shipping delays, winners will be notified, and the prize delivery timeline is subject to change.

9. Shipping Costs and Responsibilities

Creative Fabrica will cover the initial shipping fees for the prizes. Any extra charges incurred, such as unexpected shipping fees, will be the responsibility of the customer.

Customers are responsible for providing accurate and complete shipping details when redeeming their gift. Any errors in the shipping information provided by the customer that result in a failed or misdirected delivery will be the responsibility of the customer.

10. Governing Law

The promotion and these terms and conditions are governed by the laws of the Netherlands, and any disputes arising out of or relating to the promotion shall be resolved exclusively through arbitration in Amsterdam, Netherlands, as outlined in the Dispute Resolution clause.



11. General Liability Release

By participating in the Creative Fabrica Black Friday Tombola, participants agree to release and hold harmless Creative Fabrica B.V., its directors, officers, employees, affiliates, agents, contractors, suppliers, service providers, and licensors from any claims, damages, or liabilities arising out of participation or the acceptance, use, or misuse of any prize.

Participation is at the entrant's own risk, and Creative Fabrica is not responsible for lost, delayed, or misdirected entries; technical issues; administrative errors; or any injury or damage caused by participation or prize receipt. In no event will Creative Fabrica be liable for indirect or consequential damages related to this promotion.

12. Disqualification

Participants who engage in fraudulent activities, such as fraudulent payments, disputed transactions, or ineligible entries, will be disqualified. Shipping addresses for prize deliveries must be within the eligible regions.

13. Void Where Prohibited

This promotion is void where prohibited by law.

14. Modification or Cancellation Clause

Creative Fabrica reserves the right to modify, suspend, or cancel the promotion at any time for any reason, including technical or administrative issues. In such an event, reasonable notice will be provided, and any valid entries made prior to modification or cancellation will remain eligible.

15. Official Rules and Dispute Resolution

By entering the Creative Fabrica Black Friday Tombola, participants agree to abide by these rules and the decisions of Creative Fabrica B.V., which are final and binding in all matters related to the promotion.



Any disputes arising out of or related to the promotion shall be governed by the laws of the Netherlands and resolved by arbitration in Amsterdam, in English, before a single arbitrator. Participants waive their right to bring legal claims in any other forum and agree to resolve disputes individually, without resorting to class action.

16. Force Majeure

Creative Fabrica is not liable for any failure or delay in performing its obligations under these terms where such failure or delay is due to circumstances beyond its reasonable control.

17. Special Terms - Trip to Amsterdam!

In addition to the above terms, the following terms apply to the grand prize: Trip to Amsterdam!

Prize Description

The Trip to Amsterdam prize includes:

- Round-trip economy class airfare for one (1) or two (2) persons (as specified by Creative Fabrica) to Amsterdam, Netherlands
- Hotel accommodations for seven (7) nights (standard room, double occupancy) at a hotel selected by Creative Fabrica
- Amsterdam canal cruise including dinner (1)
- Dinner in a local restaurant (1)
- Extra specified activities or experiences determined by Creative Fabrica, if applicable

The total estimated value of the prize is between \$2,500 USD - \$4,500 USD. The actual prize value may vary based on travel dates, departure location, and other factors.

Eligibility

This prize is only available to winners who:

• Reside in a region eligible for the Tombola



- Are legally able to travel internationally and obtain the necessary travel documentation (e.g., valid passports, visas)
- Meet all health and safety requirements for travel to the Netherlands

Failure to meet these requirements will result in forfeiture of the prize, and no substitute prize will be offered.

Travel Arrangements

- Winners must work with Creative Fabrica or its designated travel provider to arrange travel
- Travel will take place in 2025
- For U.S. residents, the prize will be fulfilled by a third-party travel provider specializing in prize fulfillment
- The winner is responsible for coordinating their own transportation to and from their departure airport

Exclusions

The prize does not cover additional expenses, including but not limited to:

- Meals and beverages (except for those explicitly included under prize description)
- Travel and/or health insurance
- Incidentals or personal expenses
- Fees associated with travel documentation or vaccinations

Indemnification

Creative Fabrica is not responsible for any injuries, damages, losses, or delays incurred during travel or participation in activities associated with this prize. The winner assumes all risks related to travel, including but not limited to delays, cancellations, accidents, illnesses, or other unforeseen events. Flights, accommodations, and activities will be provided by third-party vendors. Any disputes or issues with these services must be addressed directly with the vendors.



Taxes

The winner is responsible for any applicable taxes, fees, or reporting obligations related to the prize in their jurisdiction.

Non-Transferable

The Trip to Amsterdam prize is non-transferable and cannot be exchanged for cash or any other alternative.

Substitution

Creative Fabrica reserves the right to substitute the Trip to Amsterdam prize with another prize of equal or greater value in the event of unavailability or other circumstances beyond its control.

Terms & Conditions: Creative Fabrica Black Friday Extra Rewards Promotion

As part of Black Friday celebrations, Creative Fabrica is introducing the Black Friday Extra Rewards Promotion. Only on November 29th and December 2nd 2024, eligible customers have the chance to win exclusive rewards, including free bonus crafting gifts, simply by participating in the promotion during the specified periods. The details of eligibility, entry, and reward distribution are outlined below. This promotion is hosted by Creative Fabrica B.V.

1. Eligibility

Participation is open to legal residents of the United States (Contiguous US only), Canada (excluding Quebec), the United Kingdom, and Australia, who are at least 18 years of age at the time of entry.

Participants must meet one of the following criteria:



- Every 29th customer: Customers who purchases or upgrades to Yearly Subscription during the promotional period
- Every 10th customer: Customers who purchase an additional Yearly
 Subscription Extension during the promotional period

Purchases outside the promotional periods, for non-qualifying subscriptions, or from non-qualifying regions are not eligible.

2. Promotional Periods

The promotion is active during the following periods:

- 28 November 2024 at 09:00 PM PT / 29 November 2024 12:00 AM ET until 30 November 2024 at 12:00 AM PT / 30 November 03:00 AM ET
- 1 December 2024 at 09:00 PM PT / 2 December 12:00 AM ET until 3 December 2024 at 12:00 AM PT / 3 December 03:00 AM ET

3. How to Enter

Purchase Entry: Participants are automatically entered when they:

- Purchases a new Yearly Subscription or upgrades to a Yearly Subscription during the promotional period - Every 29th customer will get the reward.
- Purchase an additional Yearly Subscription Extension during the promotional period - Every 10th customer will get the reward.

Alternative Method of Entry (AMOE): Participants may enter without making a purchase by submitting a mail-in entry. Each entry must include:

- Participant's full name, email address, and mailing address
- The promotion being entered:
 - "Creative Fabrica Black Friday Extra Rewards Promotion"
- Participants are limited to one (1) mail-in entry per person for the entire promotion



- Mail-in entries must arrive by 8 December 2024 and will be sequentially assigned based on the date and time of receipt
- Creative Fabrica reserves the right to verify the authenticity of mail-in entries and disqualify participants submitting multiple or fraudulent entries
- Mail-in entries must arrive by 8 December 2024 and will be sequentially assigned based on the date and time of receipt

Mail-in entries should be sent to:

Creative Fabrica
Westerstraat 187 - 1
1015MA Amsterdam
The Netherlands

4. Rewards

29th Customer Reward: Participants identified as the 29th customer during the promotional period will receive:

 A bonus gift: Choose between a Crafting Machine OR a, Self-Healing Cutting Mat, and Craft Tool Kit

10th Customer Reward: Participants identified as the 10th customer during the promotional period will receive:

 A bonus gift: Choose between a Crafting Machine OR a, Self-Healing Cutting Mat, and Craft Tool Kit

Rewards are non-transferable and cannot be exchanged for cash or other alternatives.

5. Winner Selection

Winners will be selected from all eligible entries after the promo period. Winners will be determined based on the sequential order of completed transactions or entries received during the promotional period:



- Every 29th customer who purchases or upgrades to a Yearly Subscription
- Every 10th customer who purchases an additional Yearly Subscription
 Extension

Creative Fabrica will notify winners via the email address associated with their purchase or provided on the AMOE form. Creative Fabrica reserves the right to verify eligibility and disqualify participants in the event of fraudulent activity or disputed transactions.

6. Publicity Release

By accepting a reward, winners agree to allow Creative Fabrica to publish their name on Facebook or other platforms for the purpose of announcing the results of the tombola. This will be done without additional compensation, and is for the purpose of communicating the winners to the public.

7. Claiming Rewards

Winners must claim their reward by 12 January 2025, providing any additional details requested. If a winner fails to respond by this date, they forfeit the reward, and no alternate winner will be selected. Creative Fabrica is not responsible for unclaimed rewards. Failure to provide a valid shipping address will result in the reward being unclaimed. Participants are responsible for any applicable taxes on their reward.

8. Data Collection and Privacy

By participating, entrants agree that their personal information may be collected and used for the purposes of this promotion. This includes name, email, and mailing address for reward delivery. For more details, please refer to our privacy policy:

Creative Fabrica Privacy Policy. Personal data will not be used for any purpose other than selecting winners and fulfilling the reward, and will not be shared with third parties except as necessary for reward delivery and announcement of the winner.

By redeeming the reward, the customer agrees that the customer gives Creative



Fabrica permission to add the shipping details provided in the gift form to the address details in the customer's Creative Fabrica account.

9. Reward Fulfillment Timeline

Rewards will be shipped to the winner's provided address within 8 weeks of the end of the promotional period.

The Yearly Extension reward will be added on the account of the winner during 2025, the customer will be notified when the extra year has been added to their account by Creative Fabrica via email.

In the event of delays/shipping delays, winners will be notified, and the reward delivery timeline may be extended.

10. Shipping Costs and Responsibilities

Creative Fabrica will cover the initial shipping fees for the rewards. Any extra charges incurred, such as unexpected shipping fees or customs duties, will be the responsibility of the customer.

Participants must provide accurate and complete shipping details. Any errors resulting in failed or misdirected delivery will be the responsibility of the participant.

11. Governing Law

This promotion and its terms are governed by the laws of the Netherlands. Any disputes arising from or related to this promotion shall be resolved exclusively through arbitration in Amsterdam, Netherlands.

12. General Liability Release

By participating in the Extra Rewards Promotion, participants agree to release and hold harmless Creative Fabrica B.V., its directors, officers, employees, affiliates, agents, contractors, suppliers, service providers, and licensors from any claims,



damages, or liabilities arising from participation or the acceptance, use, or misuse of any reward.

Participation is at the participant's own risk, and Creative Fabrica is not responsible for lost, delayed, or misdirected entries; technical issues; administrative errors; or any injury or damage caused by participation or reward receipt.

13. Disqualification

Participants engaging in fraudulent activities, such as fraudulent payments or disputed transactions, will be disqualified. Creative Fabrica reserves the right to request additional confirmation of purchases, such as payment confirmation and identity verification.

14. Void Where Prohibited

This promotion is void where prohibited by law.

15. Modification or Cancellation Clause

Creative Fabrica reserves the right to modify, suspend, or cancel this promotion at any time for any reason, including technical or administrative issues. Any valid entries made prior to modification or cancellation will remain eligible.

16. Official Rules and Dispute Resolution

By entering the Creative Fabrica Black Friday Tombola, participants agree to abide by these rules and the decisions of Creative Fabrica B.V., which are final and binding in all matters related to the promotion.

Any disputes arising out of or related to the promotion shall be governed by the laws of the Netherlands and resolved by arbitration in Amsterdam, in English, before a single arbitrator. Participants waive their right to bring legal claims in any other forum and agree to resolve disputes individually, without resorting to class action.



17. Force Majeure

Creative Fabrica is not liable for any failure or delay in performing its obligations under these terms where such failure or delay is due to circumstances beyond its reasonable control.