

Win a Month of Cinema for Two US FEVER Giveaway - June 2024

Specific Terms and Conditions

Giveaway Period	The Giveaway will begin at 00:00 on 1st June 2024 and end at 23:59 on 30th, June, 2024
Participation	You can enter the Giveaway by completing the registration process into the waiting list of the plan.
Winner Selection	Within one business day following the end of the Giveaway period, Fever will select one winner.
Prize.	The prize(s) will consist of a \$140 Fever Credit ("Prize") . The Prize has a retail value (ARV) of one hundred forty dollars (140)
Notification	The Winner(s) will be announced on the July 1st, 2024 following the end of the Giveaway Period by email

General Terms and Conditions

PURCHASE IS NOT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. BY ENTERING, YOU AGREE TO THESE TERMS AND CONDITIONS, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES

Sponsor. Fever Labs Inc. (hereinafter, "**Fever**"), with offices at of 379 W Broadway, Suite 344 New York, NY 10012, US is the sponsor and manager of this **Giveaway** that is to be administered in accordance with these Terms and Conditions ("**Terms**").

Acceptance of the Terms. By participating in this Giveaway, (A) each participant (each one, "**you**" "**your**" or a "**Participant**") agrees to be bound by these Terms and all applicable federal, state, and local laws, ordinances and regulations, as well as by the decisions Fever makes regarding this Giveaway in accordance with the foregoing, (B) you agree to release Fever and its administrators, partners and employees from any liability, loss or damage resulting from your participation in this Giveaway or with respect to the adjudication, receipt, possession, use and/or misuse of any of the Prizes awarded in accordance with these Terms, and (C) you represent that you are aged **{eighteen (18) or older}** Fever may exclude you from participation if you are suspected to be engaging in or have engaged in abusive or fraudulent practices. Fever reserves the right to cancel, suspend and/or modify any aspect of the Giveaway, if any fraud, technical failures or any other factor beyond Fever's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Fever in its sole discretion. Fever shall communicate any such change to Participants at least through the original publication of the Giveaway, itself. Fever's failure to enforce any provision of these Terms shall not constitute a waiver of that provision. Fever is not responsible for the content of any external websites that are linked or referenced within these Terms.

Each Participant will receive one (1) entry into the Giveaway. Participation in this Giveaway is completely free and does not entail or require any payment or consideration by Participants. Odds of receiving a Prize shall depend on the number of entries received.

Fever is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Fever. Fever will not be responsible for the veracity of any data provided by Participants.

Participants. Participants must be legal United States residents, residing in one of the fifty (50) States or in the District of Columbia and be at least **eighteen (18) years old** on the date of entry to the Giveaway. The following persons may not be Participants or enjoy any Prize (either directly, or indirectly as a companion): Fever and/or its employees, agents, freelancers, contractors (and those of any Giveaway partners, associated companies or Prize providers) and their immediate family members or households (whether related or not), and anyone else professionally involved with the Giveaway, and these persons shall be excluded from entering and from winning the Giveaway.

Winner Selection. Fever will select the winner ("**Winner**") in a random drawing from among the Participants who have entered the Giveaway in accordance with these Terms. Fever will notify the/each Winner in accordance with these Terms, and (after validating Winner's compliance with the requirements in these Terms) will contact the Winner to finalize the Prize. If the winner is at least eighteen (18) years old but still considered a minor in his/her jurisdiction of residence, Fever reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on the winner set forth herein.

If a Winner does not accept the Prize in accordance with these Terms, the Prize will be deemed to be unclaimed, and the Prize will be assigned to an alternate to be randomly drawn from the remaining valid entries, under the same conditions noted in these Terms (the "**Alternate**"). In this case, the Alternate will have the same time period of two (2) calendar days following notification in which to claim the Prize. In the event that neither a Winner nor the Alternate accept a Prize in accordance with the Terms, the Prize will not be awarded, and Promoter will announce this through the same communication channels used to promote this draw. If the Promoter cannot contact the winning Participants in order to deliver the Prize because the information provided is not true and accurate it will not be responsible for any failure to deliver the Prize.

Prize. Upon notification by Fever, the Winner shall have two (2) business days to claim the Prize, by confirming their relevant contact details with Fever, in order to facilitate Prize delivery, otherwise the Prize shall be forfeited. Once the Prize has been delivered, the Winners shall be solely responsible for the use and redemption of the Prize in a purchase on Fever's website. If a Winner rejects the Prize or in the event of any noncompliance with these Giveaway terms and conditions by a Winner, the Prize will be considered to be forfeited and an alternate Winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.

Limit of one prize per person or household. Use of the Prize is subject to availability and to the Terms of Use and Vouchers T&Cs available on Fever's website. The Prize does not include assistance with travel or travel costs or other expenses associated with attending the experience. There shall be no cash awarded in lieu of the Prize. The Prize is non-transferrable. Fever reserves the right to unilaterally substitute any element of the Prize for another of equal or greater value. All federal, state and local taxes applicable to the Prize are solely the responsibility of the Winner, and the Winner shall ensure that they comply with any associated legal and filing requirements.

Communications through social networks. Any social media used as a method of communication of this giveaway (Facebook, Instagram, Snapchat, Tik Tok, LinkedIn, etc) does not in any way sponsor, endorse or administer the Giveaway, nor is it associated with it. Participants exempt any social media platform used as a communication channel from any responsibility derived from the development of the Giveaway. You may not comment or incorporate content into the post of communication of the Giveaway (if applicable) that is offensive, obscene, violent, denigrating, racist, discriminatory, defamatory, illegal or that incites illegal behavior, threats or insults. Offensive comments include such content that is deemed to be in breach of Social Media Community Guidelines, and that may be removed by any of the Social Media platforms used as a Communication channel. Fever reserves the right to remove such content and / or to inform the competent authorities of any content that appears in breach of Social Media's published standards or applicable law, in its opinion. Any Participant that is found to breach this term shall have their participation in the Giveaway automatically made void.

Social. Acceptance of a Prize constitutes permission for Fever and/or its designees to use your name, city or geographical area of residence, photograph, testimonial or other likeness and/or prize information or personal exposition, and Fever may refer to your association with the Giveaway (and/or any edited portion thereof) for promotional, advertising, PR, and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, the Winner to the extent permitted by law.

Limitation of Liability; Disclaimer of Warranties. By participating, Participants and Winners agree to release and hold harmless Fever and its respective advertising and promotion agencies and its respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "**Released Entities**"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Giveaway , or possession, acceptance and/or use or misuse of prize or participation in any Giveaway -related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE PRIZE AND/OR THE GIVEAWAY. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS GIVEAWAY AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Acceptance and publication of the rules. Participation in this Promotion implies full acceptance of these Terms. Any statement to the contrary by the Participant will result in their disqualification from the Promotion and Promoter will, therefore, be released from the fulfillment of the obligations contracted with said Participant under these Terms

Choice of law. All disputes and claims arising out of or relating to the Giveaway will be governed by general rule by the substantive laws of the State of New York, without regard to its conflict of laws rules, or any rules of private international law, that would lead to the application of any other laws. Subsidiary, in case of any conflict of the substantive laws of the State of New York with the laws of the state of residence of the Participant/Winner involved, the substantive laws of the state of residence of the Participant/Winner shall apply.

Winners List. To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: "Giveaway Winners List" at Fever C/O WeWork 379 W Broadway, Suite 344 New York, NY 10012.

Use of Data. The personal data provided by each Participant in the framework of the Sweepstakes will be processed by Fever Labs Inc., with registered offices at 76 Greene St, 4th Fl New York, NY 10012, as part of the Fever Group ("**Fever**") for the purpose of managing your participation in the Sweepstakes, and if applicable, managing the delivery of the Prize, as well as subsequently sending you commercial communications, including by electronic means about new products or services, events and/or promotions that we organize.

The personal data provided by the Participants during the term of the Sweepstakes will be processed in accordance with the provisions of (i) the California Consumer Privacy Act (California Civil Code s1789.199); (ii) the California Privacy Rights Act of 2020 ("CPRA") and other applicable laws of the State of California and of the United States of America; (iii) as applicable, the General Data Protection Regulation (Regulation (EU) 2015/679) ("GDPR"); and (iv) any other applicable privacy law or data protection regulation in a jurisdiction in which these terms operate, as each may be amended from time to time, and those definitions shall be applicable.

Fever reserves the right to request a copy of the document proving the identity of the Participants (national identity card and/or passport), in order to:

- verifying that they comply with the Terms and Conditions; and
- deliver the corresponding Prize to the winner.

Likewise, and for the purpose of delivering the Prize to the winner, Fever reserves the right to require such documentation as it deems appropriate for the purpose of verifying the identity of the winner, having the right to refuse the delivery of the Prize in the event that they do not comply with the participation requirements or any other clause of these Terms and Conditions.

In accordance with applicable data protection laws and regulations, Participants may, at any time, exercise their rights of access, rectification, deletion, limitation of processing, opposition to processing, including the sending of commercial communications by electronic means, and where appropriate, to the portability of their data by sending an email to DPO@feverup.com. You also have the right to file a complaint with the competent supervisory authority on data protection.

For more information about the processing of personal data of its registered users by Fever, please consult the Privacy Policy available [here](#).