

Always Authors (Sponsor) Launch Giveaway (Giveaway)

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS GIVEAWAY IS INTENDED FOR PLAY IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA AT THE TIME OF ENTRY. Void where prohibited by law.

- **Eligibility:** To enter and be eligible to enter and win, a participant must have a valid email address and Instagram account. Employees, contractors, directors, and officers of Sponsor, its parent, subsidiaries, and affiliates and each of their officers, directors, employees, agents, representatives, distributors, dealers, retailers, and advertising, promotion, and judging agencies, and all other service agencies involved with this Giveaway (“Promotion Entities”), and members of each of their immediate families (spouses, parents, grandparents, children, and siblings, and their respective spouses) and those living in the same household of each are not eligible to enter or win. Participation in the Giveaway constitutes entrant’s full and unconditional agreement to, and acceptance of, these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein. Giveaway is subject to all applicable federal, state, and local laws.
- **Promotion Period:** This Giveaway starts on March 22, 2022 **9:00 am** EDT and ends April 2, 2022 at **12:01 am** EDT (the “Promotion Period”).

How to Enter the Giveaway: Participants can enter the Giveaway by:

1. Reviewing the Podcast in Apple Podcasts and taking a screenshot of your review; then filling out the form provided on the Sponsor website where you’ll be asked to provide information including your name and email, plus the screenshot of your review. To earn an additional entry to the Giveaway, you must also provide your social media handle (or @) on the form, and then follow the Sponsor on social media. **exceptions may apply*

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses or Instagram accounts, nor may entrants use any other device or artifice to enter multiple times as multiple entrants. If it is discovered that an entrant has entered or attempted to enter the Giveaway multiple times using multiple identities, Instagram accounts, or email addresses, all of participants Entries will be declared null and void, and any prize entrant might have been entitled to will not be awarded. Each Entry will be subject to Instagram’s Terms of Use (found at <https://help.instagram.com/581066165581870>), and must comply with the Entry requirements set forth in more detail below. Presence of an Entry on the social media site is not a confirmation, representation, or warranty by the Sponsor or any of its representatives that the Entry is compliant with these Official Rules. Sponsor’s decisions with respect to whether an Entry complies with these Official Rules are final and binding and may be

made by Sponsor at any time. Entries that do not meet the requirements set forth in these Official Rules may not be acknowledged and may be automatically disqualified, in the sole discretion of the Sponsor. Sponsor is not responsible for incorrect or inaccurate Entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Giveaway or Website or by any technical or human error that may occur in the processing of the Entries.

- **Winner Selection:** On or about April 2, 2022 three (3) winners will be randomly selected in a random drawing from among all eligible Entries received during the Promotion Period. Odds of winning a prize depend on the number of eligible Entries received.
- **Prizes:** Three (3) prizes will be given away and include: (A) One winner will receive AUTOGRAPHED copies of *The Lincoln Highway*, *Malibu Rising*, and *Golden Girl*; Plus a \$250 gift certificate to buy more books valid for use on bookshop.org (B) One winner will receive two (2) passes to the Charleston Literary Festival. The passes will entitle the holder entry to roughly 25 events, with a value of \$500 per pass. (C) One winner will receive a six (6) month subscription to MyThrillClub. Each month the winner will be mailed two (2) new hardcover books from your chosen genre (thriller, horror, or mystery). If a prize cannot be awarded for any reason, Sponsor reserves the right to substitute the prize with another prize of equal or greater value.

Prizes are not transferable or redeemable for cash and must be accepted as awarded, with no substitutions of any kind, except by the Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. All federal, state, and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are each winner's responsibility, regardless of whether prize is used in whole or in part. All prize details are at the Sponsor's sole discretion. Winner acknowledges that Promotion Entities have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

- **How to Claim Your Prize:** Winner(s) will be contacted via direct message on Instagram or via email, on or around April 3, 2022. Each potential winner may be required to provide identification sufficient to show that he/she/they is the authorized account holder of the Instagram account, in Sponsor's sole discretion. The contact notification will include instructions on how to claim the prize. Any prize won by an entrant who is eligible but still considered a minor in his/her state of residence will be awarded to a parent or legal guardian of such minor who must sign and return all required documentation outlined herein and otherwise comply with all requirements imposed on winner(s) set forth herein. If winner is found to be ineligible, or not in compliance with these Official Rules, declines to accept a prize, if Sponsor is unable to contact the winner within five (5) business days of attempting contact, or in the event that a prize notification or prize is returned

undeliverable, the prize may be forfeited. Potential prize winner (or parent/legal guardian where applicable) may be required to furnish proof of identification and sign, complete, and return an Affidavit of Eligibility/Liability Release and, where lawful, a Publicity Release, within seven (7) days of attempted notification or prize may be forfeited. In the event that a potential prize winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected in a random drawing from the remaining eligible Entries, if time allows. Promotion Entities shall not be held responsible for any change of email address, mailing address, telephone number, or other contact information of entrants, or for any delays in awarding prizes for any reason outside of their control. Prizes will only be delivered to verified winners and to addresses within the 50 U.S./D.C.

By accepting a prize, each winner consents to the use of his/her name, address (city and state of residence), voice, and statements relating to the Giveaway or Sponsor, and Entries or other likenesses, without further compensation, notification, or permission in any publicity or advertising carried out by Sponsor, any related entities, or anyone authorized by Sponsor in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.

- **Binding Arbitration:** Any controversy or claim arising out of or relating to this Giveaway shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the JAMS Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’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 GIVEAWAY IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing) to release Sponsor, Promotion Entities, and Instagram, and each of their officers, directors, employees and agents (“Promotional Parties”), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto. IN ADDITION, BY PARTICIPATING IN THE GIVEAWAY, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW (AND AGREES TO CONFIRM IN WRITING AS REQUIRED): (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GIVEAWAY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- **By entering, entrants (i) acknowledge compliance with these Official Rules, including all eligibility requirements and, (ii) agree to be bound by all decisions of the Sponsor, made in their sole discretion, which shall be final and binding in all matters relating to this Giveaway. All issues of interpretation to be decided by Sponsor. Decisions of Sponsor are final and binding in all matters. Entrants who have not complied with these Official Rules are subject to disqualification and all associated Entries will be void.**
- Sponsor is not responsible for late, lost, damaged, stolen, misdirected, mutilated, garbled, illegible, or incomplete submissions of Entries. Proof of transmission (screenshots or captures of Entry, etc.) and/or submission does not constitute proof of delivery. Sponsor’s clock is the official timekeeping device for this Giveaway.
- Sponsor reserves the right to disqualify any entrant’s Entry in the Giveaway or entitlement to a prize, if, in the sole discretion of the Sponsor, it determines or suspects that the entrant has attempted to undermine the legitimate operation of the Giveaway by cheating,

hacking, deception, or other fraudulent, deceptive, or unfair playing practices (including any Entries generated by script, macro, robotic, programmed, or any other automated means or any other means that subvert the entry process).

- If a dispute arises regarding who submitted an Entry, the Entry will be deemed to be submitted by the authorized account holder of the Instagram account/email address provided at time of entry and he/she must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an account or email address by a social media site, an Internet access provider, online service provider, or other organization responsible for assigning accounts/email addresses for the domain associated.

All issues and questions concerning the construction, validity, interpretation, and enforceability of the Giveaway Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of California without regard to any other conflicts of law principles. All entrants consent to the jurisdiction and venue of the courts located in California.

Giveaway Operation:

- Sponsor reserves the right in its sole discretion to cancel, modify, or suspend this Giveaway at any time, if fraud, technical failures, including any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes corrupt the administration, security, integrity, or proper play of the Giveaway. In the event of cancellation, Sponsor reserves the right to select the winners from among all eligible, non-suspect Entries received up to time of such cancellation. In no event will the Sponsor be liable for more than the stated number of prizes.
- Promotion Entities do not warrant that access to the Giveaway will be uninterrupted. Promotion Entities are not responsible for any problems that may arise, including but not limited to: (a) lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, Web sites including, but not limited to Website, or other connection, availability or accessibility problems arising in connection with or over the course of the Giveaway; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone, or cable transmissions or hardware or software malfunctions, failures, or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical, or other errors in connection with the administration of the Giveaway, the processing of Entries, the offering or announcement of any prize or prize notification documents; or (d) for any other errors of any kind relating to or in connection with the Giveaway, whether human, mechanical, clerical, electronic, or technical in nature; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Giveaway; or (f) damage to a user's computer system occasioned by participation in this Giveaway or downloading any information necessary to participate in this Giveaway.

Disclosures:

- Any attempt by an entrant or other individual to deliberately damage any website or undermine the legitimate operation of this Giveaway, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual to the fullest extent permitted by law, including criminal prosecution. Any entrant engaging in any of the foregoing activities may be disqualified (and all associated Entries will be void) and will forfeit any prize won.
- The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- Additional terms and conditions may be enforced on a discretionary basis. For more information, contact info@alwaysauthors.com
- **Sponsor:** Atomic Focus Entertainment, LLC, Charleston, South Carolina.