

THE SONE AGENCY DIGITAL INVITE GIVEAWAY
TERMS AND CONDITIONS

**NO PURCHASE NECESSARY TO ENTER. PURCHASE DOES NOT INCREASE CHANCES OF WINNING.
GIVEAWAY IS VOID WHERE PROHIBITED BY LAW**

- 1. Sponsor.** This promotion (the “Giveaway”) is sponsored by The SONE Agency with a mailing address of 7677 National Lane, Newburgh, Indiana 47630 (“SONE Agency”).
- 2. Eligibility.** This Giveaway is open only to non-profit (501(c)(3) organizations located or headquartered in Southern Indiana who operate in the following industries: non-profit (“Eligible Organization”). The individual completing the Entry Form on behalf of the Eligible Organization for the Giveaway must be at least 18 years of age, a legal resident of the United States and authorized to act on behalf of the Eligible Organization. This Giveaway is subject to all applicable federal, state and local laws. Sponsor’s third-party contractors and/or its advertisement agency and their respective affiliates are not eligible to participate in this Giveaway.
- 3. Agreement.** By participating in the Giveaway and submitting your information in the entry form (the “Entry Form”), you agree that you have read and agree to be bound by these Terms and Conditions and that you meet all eligibility requirements to participate. Any violations of these Terms and Conditions may, at Sponsor’s sole discretion, result in disqualification.
- 4. Participating in the Giveaway.** Entries to the Giveaway should be submitted through the Entry Form, which can be found here: <https://www.soneagency.com/digitalinvite>, or by sending an e-mail to jessica.howe@soneagency.com (“E-mail Entry”). This Giveaway is being offered on selection basis, so your entry submission does not guarantee that you will receive the Services being offered. Entries for the Giveaway will only be accepted from July 1, 2025, to August 31, 2025. Sponsor reserves the right to extend entry deadlines as may be applicable in its sole discretion. Proof of submission is not proof of receipt.
 - a. If you are submitting an E-mail Entry, please e-mail the following information to jessica.howe@soneagency.com with “The SONE Agency” in the subject line: Name; Title; E-mail; Phone Number; Company Name; Company website; Company Address; Industry; Number of Employees; A brief description of event details.
- 5. Entry Limits.** Only one entry for the Giveaway is permitted per Eligible Organization, and multiple entries through the Entry Form and E-mail Entry methods are not allowed. Multiple entries submitted by an Eligible Organization and any of its subsidiaries, affiliates, or other entity sharing common ownership or management with the Eligible Organization are not allowed and will be considered a single entry. Incomplete entries will be considered invalid.
- 6. Eligible Organization Selection.** [One] Eligible Organizations will be selected to receive design and collection of an event digital invite/e-vite (collectively the “Services”) on a one-time basis. Chosen Eligible Organizations will be

notified by e-mail when selected as part of this Giveaway. SONE Agency is not responsible for any chosen Eligible Organization's non-receipt of the Services due to spam, junk e-mail filtering, or any other e-mail settings, or due to a chosen Eligible Organization's submission of incorrect or non-functioning contact information.

7. Giveaway Services. [One] Eligible Organizations will be chosen to receive the Services on a design and collection of an event digital invite/e-vite basis. Services will be issued only to the Eligible Organization and not on an individual basis. Up to the aggregate amount of approximately one thousand nine-hundred dollars (\$1,900.00) worth of Services ("Approximate Retail Value") will be offered as part of the Giveaway, with each chosen Eligible Organization to receive Services valued at approximately one thousand nine-hundred dollars (\$1,900.00). Services must be utilized by December 31, 2026.

In the event of there not being a sufficient number of Eligible Organizations, not all Services will be awarded. If any chosen Eligible Organization is unable, for any reason whatsoever, to accept the Services, SONE Agency may choose another Eligible Organization to be awarded the Services. Services will be awarded to chosen Eligible Organizations on a one-time basis. No substitutions or exchanges (including for cash) of the Services are permitted, except that SONE Agency may substitute an incentive of comparable or greater value for any of the Services offered. Any applicable taxes and fees on any of the Services received by an Eligible Organization as part of this Giveaway are the sole responsibility of the Eligible Organization. Eligible Organizations chosen may receive an IRS Form 1099 reflecting the value of the Services.

8. Cancellation or Disqualification. SONE Agency may cancel, terminate, suspend, or alter the Giveaway in any way in the event of any virus, malware, bug, fraud, non-authorized intervention, or any other reason that corrupts or affects the administration, security, fairness, or proper functioning of the Giveaway. SONE Agency reserves the right to disqualify any Eligible Organization who tampers or attempts to tamper with the submission process or functionality of the Giveaway, our website, or in any way violates these Terms and Conditions. SONE Agency may cancel any submitted entries for any reason, including but not limited to the following: multiple entries from the same Eligible Organization, the use automated technologies such as bots, macros, or scripts to enter repeatedly, or submitted entries from any individual or group impersonating an Eligible Organization or any officer, director, employee, or agent of an Eligible Organization. Attempts to deliberately damage the Giveaway submission process, the Entry Form, our website, or otherwise undermine the Giveaway may be a violation of criminal and civil laws.

9. Limited Liability. BY PARTICIPATING IN THE GIVEAWAY, THE ELIGIBLE ORGANIZATION AND ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES AND SUBSIDIARIES HEREBY RELEASES AND HOLDS SONE Agency, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILAITED COMPANIES, AND THE CURRENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, AND ALL THOSE ACTING UNDER THE AUTHORITY OF THE FOREGOING, HARMLESS FROM ANY LIABILITY, CLAIM, OR DAMAGE THAT MAY OCCUR FROM ANY CLAIM, ACTION, INJURY, LOSS, OR DAMAGE THAT MAY OCCUR FROM (A) PARTICIPATION IN THE GIVEAWAY AND/OR ACCEPTANCE, USE, OR MISUSE OF ANY OF THE SERVICES PROVIDED; (B) TECHNICAL FAILURES OF ANY KIND, INCLUDING ANY MALFUNCTIONING OF ANY COMPUTER, CABLE, NETWORK, HARDWARE, OR SOFTWARE, OR OTHER MECHANICAL EQUIPMENT; (C) THE

UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMITTED INFORMATION, TELEPHONE, OR INTERNET SERVICE; (D) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY SUBMISSION PROCESS OR GIVEAWAY; AND/OR (E) ELECTRONIC OR HUMAN ERROR IN THE ADMINISTRATION OF THE GIVEAWAY OR PROCESSING OF INFORMATION RELATED TO ENTRY SUBMISSIONS.

10. Use of Data. Information submitted through the Entry Form or E-mail Entry will be transmitted internally by SONE Agency and to its third-party contractors and used to assess eligibility for the Services being offered under the Giveaway in accordance with our Privacy Policy. Some business data may be generated, stored, and anonymized through SONE Agency's assessment of an Eligible Organization for purposes of trend analysis and to improve SONE Agency's services. SONE Agency may collect other personal data about you or your entry while using our website, in accordance with our Privacy Policy. Please review our Privacy Policy at <https://www.soneagency.com/privacy-policy>.

11. Governing Law and Dispute Resolution. Except where prohibited by law, by submitting an Entry Form, the Eligible Organization agrees that all issues and questions concerning the construction, validity and enforceability of these Terms and Conditions or the rights and obligations of Sponsor and the Eligible Organization shall be covered by and construed in accordance with the laws of the State of Indiana without giving effect to any principles of conflicts of law of any jurisdiction. Except where prohibited, the Eligible Organization agrees that (1) any and all disputes, claims and cause of action arising out of or concern with this Giveaway or any Services awarded hereunder shall be resolved individually, without resort to any form of class action, and exclusively by the courts in Vanderburgh County, Indiana located in Evansville, Indiana; (2) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs and expenses incurred including costs associated with entering this Giveaway; and (3) under no circumstances will the Eligible Organization be permitted to obtain awards for attorneys' fees. The Eligible Organization hereby waives all rights to claim indirect, punitive, incidental and/or consequential damages and any other damages other than for actual out-of-pocket expenses and any and all rights to have damages multiplied or otherwise increased.

12. Questions. All questions should be sent to the attention of: jessica.howe@soneagency.com.