



## 2021 NEW YEAR GIVEAWAY TERMS AND CONDITIONS

The following document outlines the terms and conditions set by SunFireHosting LLC (the “**Company**”) in regard to the New Year Giveaway (the “**Campaign**”), set between the dates of 15 Jan 2021 and 14 Feb 2021. These terms and conditions are subject to change at the company’s discretion, with or without cause and with or without notice.

### 1. ELIGIBILITY

This campaign is only open to those who sign up at [sunfirehosting.us](https://sunfirehosting.us) and who are 16 or over as of the date of entry. The campaign is only open to legal residents of the United States and is void where prohibited by law. Employees of SunFireHosting LLC, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “**Employees**”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local law and regulations. Void where prohibited.

### 2. AGREEMENT TO RULES

By participating, the Contestant (“**You**”) agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of SunFireHosting LLC as final and binding as it relates to the content of this Campaign.

### 3. CAMPAIGN PERIOD

Entries will be accepted online starting on 15<sup>th</sup> January 2021 from 00:01 EST and ending 14<sup>th</sup> February 2021 23:59 EST. All online entries must be received by 14<sup>th</sup> February 2021 23:59 EST.

### 4. HOW TO ENTER

The campaign must be entered by registering an online account with SunFireHosting LLC at [sunfirehosting.us](https://sunfirehosting.us). The entry must fulfil all campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of SunFireHosting LLC. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of SunFireHosting LLC.



## 5. PRIZES

The winners of the campaign (the “**Winners**”) will receive one of the following.

**One of 2 Amazon Gift Cards (Prepaid \$25)**

**Corsair VOID Pro Wireless RGB Gaming Headset (PC)**

**Razer Lancehead Wireless RGB Gaming Mouse**

**Razer BlackWidow Mechanical RGB Gaming Keyboard**

The specifics of the prize shall be solely determined by SunFireHosting LLC. No cash or other prize substitution shall be permitted except at the discretion of SunFireHosting LLC. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winners. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by the winners is permitted. Acceptance of prize constitutes permission for SunFireHosting LLC to use the winner’s name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

## 6. ODDS

The odds of winning depend on the number of eligible entries received between the specified dates.

## 7. WINNER SELECTION AND NOTIFICATION

The winners will be selected by a random drawing under the supervision of SunFireHosting LLC. The winners will be notified by email, phone and social media within five (5) business days following the selection of the winners. SunFireHosting LLC shall have no liability for the winner(s) failure to receive notices due to spam, junk e-mail, or other security settings or for the winner(s) provision of incorrect or otherwise non-functioning contact information. If the winners cannot be contacted, is ineligible, fails to claim the prize within seven (7) days from the time the award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternative winner selected. Receipt by the winners of the prize offered in this campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT THE SOLE DISCRETION OF SUNFIREHOSTING LLC) WILL RESULT IN THE WINNER(S) DISQUALIFICATION AS A WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.



## **8. RIGHTS GRANTED BY YOU**

By entering this content (e.g., photo, video, text etc.), you understand and agree that SunFireHosting LLC, anyone acting on behalf of SunFireHosting LLC, and the company's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

## **9. OPTIONAL VERBIAGE FOR CONTESTS**

By entering this content, you represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of the company. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the company from and against any suit, proceeding, claims, liability, loss, damage, costs, or expense, which the company may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's rights.

## **10. TERMS AND CONDITIONS**

The company reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond the company's control corrupt or affect the administration, security, fairness, or proper conduct of the campaign. In such case, the company may select the winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by the company. The company reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the campaign or website or violates these Terms and Conditions. The company has the right, in its sole discretion, to maintain the integrity of the campaign, to void votes for any reason including, but not limited to, multiple entries from the same user from different IP addresses, multiple entries from the same computer in excess of that allowed by the campaign rules, or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the campaign may be a violation of criminal and civil laws. Should such an attempt be made, the company reserves the right to seek damages to the fullest extent permitted by law.



## 11. LIMITATION OF LIABILITY

By entering, you agree to release and hold harmless, the company and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether cause by negligence or not, from (i) such entrant's participation in the campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment, (iii) the unavailability or inaccessibility of any transmissions, telephone, or internet service, (iv) unauthorised human intervention in any part of the entry process or the campaign, (v) electronic or human error in the administration of the campaign or the processing of entries.

## 12. DISPUTES

This campaign is governed by the laws of the United States of America, and the Michigan State Laws, without respect to conflict of law doctrines. As a condition of participating in this campaign, participants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Michigan having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards, for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses. Participant further waives all rights to have damages multiplied or increased.

## 13. PRIVACY POLICY

Information submitted with an entry is subject to the Privacy Policy stated on the company's website. To read the Privacy Policy, please visit [sunfirehosting.us](https://sunfirehosting.us). The winner(s) also agree to have their name announced publicly via social media and other advertising venues.

## 14. WINNERS LIST

The winners list will be published on the company's website and social media pages, within seven (7) business days from the end date of this campaign.

## 15. SPONSOR

The sponsor of this campaign is SunFireHosting LLC, 1971 E Beltline Ave, NE Suite 106-715, Grand Rapids, MI, 49525, United States.