

MARIGOLD CAKES 2023 WEDDING CAKE GIVEAWAY - OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. PROMOTION DESCRIPTION: The MARIGOLD CAKES Wedding Cake Giveaway ("Sweepstakes") begins on JANUARY 1, 2023 at 12:00 am PST and ends on February 7, 2023 at 11:59 pm PST (the "Promotion Period").

The sponsor of this Sweepstakes is MARIGOLD CAKES ("Sponsor"). By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at info@marigold-cakes.com during the Promotion Period.

2. ELIGIBILITY: Open to legal residents of the United States who are at least 18 years of age at the time of entry (the "Entrant") who are currently engaged to be married in 2023 or 2024 in the Kansas City area and who have a Kansas City area venue (within 40 miles of Parkville, Missouri) reserved and booked, who also book and attend a wedding cake tasting consultation with Marigold Cakes on January 10, 17, 24, 31, or February 7, 2023, with the intent to order a wedding cake of 100 or more servings through Marigold Cakes. Pricing and details on booking wedding cake tastings can be found at www.marigold-cakes.com.

Sponsor, and their respective affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Promotion Entities"), are ineligible to enter the Sweepstakes or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

3. PRIZES:

Grand Prize: One (1) winner will receive one (1) custom wedding cake (not to exceed retail value or "ARV" of \$750), if cake design includes fresh floral, entrant is responsible for any fees involved from their florist in providing and delivering fresh floral to the designated venue.

Only one prize will be awarded. Prize cannot be transferred, redeemed for cash or substituted by the winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty

concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items. This Sweepstakes is open to legal residents of the United States who are engaged to be married in the Kansas City area and who have a Kansas City Area venue booked and reserved during the years of 2023-2024 and Prize will only be awarded and/or delivered to addresses within a 40 mile radius of Sponsor's address in Parkville, Missouri. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

4. HOW TO ENTER: Check rules on eligibility, enter the Sweepstakes by filling out an official paper entry form during your wedding cake tasting appointment with Marigold Cakes and during the Promotion Period of January 10, 2023 - February 7, 2023, visit us at Instagram and/or Facebook, follow us @marigold__cakes and/or <https://www.facebook.com/marigoldcakeskc>, tag a friend, and share this giveaway post on instagram and/or facebook. Automated or robotic Entries submitted by individuals or organizations will be disqualified. One entry per engaged couple. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

5. WINNER SELECTION: The Winner of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period. The random drawing will be conducted on February 14, 2023 after the Promotion Period by Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible Entries received.

6. WINNER NOTIFICATION: Winner will be notified by Instagram and/or Facebook, or email on February 14, 2023 after the random drawing. Potential Winner must accept the prize by Instagram, Facebook or email as directed by Sponsor within 30 days of notification. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email or social media account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any social media or email account.

Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. No substitution or transfer of a prize is permitted except by Sponsor.

7. PRIVACY: By entering the Sweepstakes, you grant Sponsor permission to share your Facebook profile, email address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.

By submitting an entry into the Sweepstakes, you grant permission for us to store your name, your social media Sweepstakes entry post, and other personally identifiable information and to use them in future print, electronic, social media or other visual media for promotional purposes.

8. LIMITATION OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation

of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes.

If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such an event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Sweepstakes.

9. SOCIAL NETWORK DISCLAIMER

A Facebook or Instagram account may be required to enter. If you don't already have a Facebook account, visit www.facebook.com to create one. If you don't already have an Instagram account, visit www.instagram.com to create one. It is free to create an account on Facebook and/or Instagram. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and/or Instagram. You understand that you are providing your information to the Sponsor and not to Facebook and/or Instagram. By participating via the Facebook and/or Instagram platforms, participants are also subject to the data policy and terms of use of Facebook and/or Instagram, which can be found at

<https://www.facebook.com/about/privacy>,

<https://www.facebook.com/legal/terms/update>, <https://help.instagram.com/402411646841720>,

<https://help.instagram.com/519522125107875>, and

<https://help.instagram.com/478745558852511>.

10. WINNER LIST:

Requests for the name of the winner must be received no later than 90 days after the Promotion Period has ended. For accessing a Winner List online, visit Sponsor's Facebook and Instagram page.

The winner list will be posted after winner confirmation is complete.

11. SPONSOR: MARIGOLD CAKES, Parkville, Missouri, info@marigold-cakes.com