

Oranpo Official Rules For “Apple - AirPods (3rd generation)”

By clicking Accept you agree to the following terms and conditions, including acknowledging you are over the age of 18, and if under the age of majority where you reside, that you have parental consent to use the app or website(s) and to be bound by these terms and conditions.

Effective: February 3rd 2022

Sweepstake Period: This sweepstakes begins at 08:00 am Central Time (“CT”) on Thursday February 03, 2022, and ends at 08:00 pm Central Time (“CT”) on Sunday, February 13, 2022 (the “Sweepstake Period”). Sponsor’s computer is the official time-keeping device for the Sweepstake.

NOTICE REGARDING DISPUTE RESOLUTION: These official rules contain terms that govern how claims between you and Oranpo, Inc. relating to your participation in any experience, will be resolved. This includes an arbitration agreement and waiver of a class action that requires you to submit all claims to arbitration (instead of going to court before a judge and jury) and limits your ability to bring claims on behalf of anyone other than yourself (that is, it prohibits you from bringing any purported class action or purported collective or representative proceeding).

No purchase, payment, or donation of any kind is necessary to enter or win. All entries into a giveaway have an equal chance of winning.

Apple, Inc and Apple's App Store are not affiliated in any way with this sweepstakes.

1. The Sponsor:

Oranpo, Inc. (referred to herein as “Oranpo” or “Sponsor”)

This promotion is in no way sponsored, endorsed or administered by, or associated with a social media platform (including but not limited to Facebook, Inc.).

2. The Application:

The Oranpo application allows eligible individuals (see restrictions below) to enter into the Sweepstakes promotions hosted on the application.

3. Applicability of the Rules:

These Official Rules provide the general terms and conditions applicable to the use of the application launched on or after January 25th 2022. Each Sweepstakes is subject to all applicable international, federal, state, and local laws and regulations and is void where prohibited or restricted by law.

4. Binding Contract:

The Official Rules form is a binding contract between Oranpo and each user (a **“Participant.”**) Entry into any Sweepstakes constitutes the Participant’s full and unconditional agreement to the Official Rules and Owner’s decisions, which are final and binding in all matters relating to the Website and all Experiences. **If you do not agree to these Official Rules (including the applicable Experience Rules) do not enter the Sweepstakes.**

(4.b) **Updates to the Official Rules.** These Official Rules may be updated from time to time. Please check these Official Rules regularly to ensure that you understand the terms that apply at the time that you enter the sweepstakes.

5. How to Enter:

To enter one of the Sweepstakes you must:
Create an account within the Oranpo app, choose a prize that you would like to participate with, press the **“Get Free Ticket”** button. You must agree to the official rules of the prize. You will need to watch the number of ads that are required, you will get a ticket number, each ticket number equals one entry, wait for the drawing date to see if you are the winner. Oranpo may add or increase the amount of ads required at any time.

Oranpo may cancel or suspend your account without notification even if you have existing tickets check the [T&Cs](#)

6. ELIGIBILITY:

To Be Eligible To Win: Winning any prize requires that the potential winner of the prize is, and remains, in compliance with the Official Rules. Until a potential winner is verified to be eligible and in compliance with the Official Rules, the potential winner is, and will remain, a potential prize winner, unless the potential winner is disqualified for not complying with the Official Rules and/or not being eligible to participate in the Sweepstakes. Oranpo reserves the right in its sole discretion to disqualify any potential winner who Oranpo determines is not permitted by law to receive a prize. Oranpo reserves the right to refrain from conducting any advertising or publicity associated with a winner for any reason. Corporations and companies (any type) cannot be winners in this Sweepstakes and are not entitled to any prize won by their employees. The Sweepstakes is open to anyone who is a legal United States resident and who are 18 years of age and older. The prize is personal to the selected winner and is not assignable to any other person or entity. Void in Canada. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

7. TICKETS; ENTRIES:

A ticket means entry. Each entry equals one ticket. Each ticket has a unique number and may contain or may not contain letters and is generated automatically by the Oranpo app. The ticket is digital and cannot be shipped or printed. Each ticket has a date, time, first name of the participant, first letter of last name of participant, and username of the participant. By obtaining a ticket, it does not mean you are guaranteed to win. There are no limits for the number of tickets participants can own. Oranpo will stop granting tickets for all participants before drawing time begins. Drawing will start when the sweepstake period ends. Oranpo may add or increase the tickets that are available without previous notice. Oranpo may cancel your ticket(s) at any time without notice if you violate the terms and conditions or the rules. See here for terms and conditions; [T&Cs](#).

ALL TICKETS ARE OPEN TO ALL PARTICIPANTS, ANY Oranpo App PARTICIPANT CAN SEE THE WHOLE LIST OF TICKETS BEFORE THE DRAWING DATE STARTS. ONCE YOU ACCUMULATE TICKETS IT WILL SHOW UP FOR ALL PARTICIPANTS IN THE APP UNDER “AWARDED TICKETS” SECTION. TO SEE ALL TICKETS GO TO THE PRIZE PAGE AND PRESS ON “TICKETS LEFT” BUTTON. ANY PARTICIPANT CAN SEARCH FOR TICKET BY NUMBERS OR BY NAME OR BY THE USERNAME OF THE PARTICIPANT.

8. PRIZE(S); ODDS OF WINNING; APPROXIMATE RETAIL VALUE (“ARV”):

For each Sweepstakes, 1 winner will be randomly selected and will receive 1 prize. Odds of winning depend on the number of entries. Many will enter, only one winner per sweepstakes, will win. Only the prize listed will be available if you win. Prize is subject to verification.

The ARV of the prize is \$179.00 (USD) The Prize winner must claim his/her prize by February 20, 2022, by 11:59 p.m. CT and return/complete Prize Claim Documents for receipt by 11:59 p.m. CT on February 20, 2022.

9. POTENTIAL WINNER NOTIFICATION; PRIZE(S) CLAIM PROCESS; VERIFICATION OF THE POTENTIAL WINNER:

Once verified a winner, the prize will be mailed to the winner at the address provided in the Prize Claim Documents for receipt in approximately 15 days following verification. All federal, state, local, and other taxes on prizes are the sole responsibility of the winner.

Your photo, your First name, your first character of your last name will be public on the app and online, YOU MUST PROVIDE YOUR REAL PHOTO AND REAL NAME IN ORDER TO RECEIVE THE PRIZE.

Winner will need to upload a personal photo to their Oranpo User account through the app along with their legal First and Last name. Upon the approval, Oranpo will add the city and the state to the profile; the winner can't change the info on the profile including the photo.

Winner MUST agree and sign electronically the required documents within 7 days in order to receive the prize, the required documents will be sent to the winner via e-notary online platform including, Winner Information, Affidavit Of Eligibility, Publicity Release, Waiver of Liability.

Upon winning a prize in the Application, a potential winner will receive an email that includes instructions to claim and receive the prize. Potential winner must follow all on-screen links and instructions to complete the prize claim and verification processes or the prize will be forfeited. The initial prize-claim process must be completed by the date specified for each applicable prize. Following completion of this initial prize-claim process, potential winner will be (in Oranpo's sole discretion) be required to complete, have notarized and return an Affidavit of Eligibility and Publicity/Liability Release, where legal and as applicable, an IRS Form 1099-misc and any other documents that Oranpo may request (collectively the "**Prize Claim Documents**") by the deadline specified below for the applicable prize. If the potential winner does not complete the initial prize-claim process or does not provide Oranpo with the required **Prize Claim Documents** by the specified deadline and in accordance with these Official Rules and instructions at

that time, the prize may be forfeited and, in that case, will not be awarded to an alternate winner. Any failure to comply with these Official Rules or failure to properly claim a prize or to complete and return required **Prize Claim Documents** by the deadline set by Oranpo will result in disqualification and that prize will go unawarded. If Oranpo so elects, a potential prize winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility, security requirements set by Oranpo to help ensure that the use of any such person in advertising or publicity for the sweepstakes will not bring Oranpo into public disrepute, contempt, scandal or ridicule, or reflect unfavorably on the application or Oranpo, as determined by Oranpo in its sole discretion.

If a winner is eligible to participate in the Sweepstakes, but is under the age of majority in his/her legal jurisdiction of residence (a “**Minor**”), the prize may be awarded to or in the name of winner’s parent/legal guardian, who must execute all documents and agree to all obligations and undertakings of a winner, both on behalf of himself/herself and the Minor Participant, or the prize may be forfeited in its entirety.

In the event of a dispute as to the identity or eligibility of a winner based on the verification information submitted, the prize will be awarded to the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider or other online organization responsible for assigning email addresses for the domain associated with the submitted email address (each an “Authorized Account Holder”) at the time the Sweepstakes is submitted, but only if that person meets all other eligibility criteria detailed in these Official Rules.

10. Winner Selection:

The winners for all of the Sweepstakes will be randomly selected in a drawing. Winners will be notified via email and/or direct push notification and asked to confirm prize acceptance by providing required details within seven (7) calendar days of notification. If a selected winner fails to confirm acceptance, the Prize is forfeited and Oranpo may or may not randomly select a different winner as soon as reasonably practicable.

Entrants grant Oranpo the right to use and publish the winner's proper name and place of residence online in connection with the Sweepstakes. Acceptance of a prize constitutes permission for Oranpo to use the winner's name and likeness solely for advertising and promotional purposes as Oranpo so determines without notice or further compensation, except where prohibited by law. Prize recipients shall not be permitted to (a) replace his/her designated prize with another prize or item (b) redeem the prize for cash.

11. Terms applicable to all prizes:

All prize details not stated in the above prize descriptions will be determined by Oranpo in its sole discretion. Each winner will be solely responsible for all applicable federal, state and local taxes associated with the acceptance, receipt and use of the prize. Prize(s) consists only of items/amounts specifically listed. Any and all costs, fees or expenses related to participating in the Sweepstakes and claiming or using a prize, unless otherwise specifically set forth herein as part of the prize, are the sole responsibility of the applicable winner. Certain conditions and restrictions may apply. Prizes are non transferable and no substitution or cash equivalent is allowed. Oranpo reserves the right to substitute a prize(s) of equal or greater approximate retail value for any reason. Each winner may be issued a 1099 tax form for the actual value of his/her prize. If a winner does not accept the prize, the unaccepted or unused prize will be forfeited and the Released Parties will have no further obligation with respect to that prize. Oranpo makes no guarantee that the allowance provided for taxes is sufficient for the winner's tax liability. Oranpo will not replace any lost, mutilated or stolen prizes or prize elements or any prize elements that are undeliverable or do not reach the winner because of an incorrect or changed address or other contact information. Prizes will be mailed (where applicable) only to the verified winner's address within the Territory unless Oranpo in its sole discretion, agrees otherwise. If Oranpo determines at any time in its sole discretion that a winner or potential winner is ineligible or in violation of these Official Rules, Oranpo reserves the right in its sole discretion to disqualify that person, even if he or she has been notified or announced as a winner.

12. GENERAL CONDITIONS:

By using the application, Participants unconditionally: (1) agree to be bound by these Official Rules and the decisions of Oranpo and/or Administrator (defined below) and is binding and final in all matters pertaining to the Sweepstakes; (2) grant (and agree to confirm that grant in writing) Oranpo and those acting under its authority the right and permission to use his/her name, nickname, entry information, picture, photograph, likeness, voice, video, biographical and personal information and written or verbal statements, at any time or times in perpetuity for advertising, trade, publicity and promotional purposes, in all media now known or hereafter discovered, worldwide, and on the Internet and World Wide Web, without notice, review or approval and without additional compensation, notification or permission, unless prohibited by law; and (3) agree that Participant's wireless service provider may release any Participant's phone number(s) to the Sponsor or its designees for use in contacting Participant and determining Participant's eligibility to receive a prize.

13. LIMITATIONS OF LIABILITY:

Oranpo is not responsible for, and specifically disclaim any liability for or arising out of, any of the following regardless of cause, in connection with the Sweepstakes: (1) any incorrect or inaccurate information, whether caused by Participants, wireless carriers,

Internet Service Providers (“ISP”) or unauthorized human intervention; (2) technical difficulties or failures of any kind including, but not limited to, malfunctions, interruptions or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower or ISP or wireless carriers; (3) bugs, viruses, worms, Trojan horses or similar malicious attacks; (4) typographical, printing, network, mechanical, electronic, technical, human or other errors or malfunctions; (5) any responsibility and/or liability with respect to the sweepstakes and/or the prize (including any property loss, damage, personal injury or death) in connection with participation in this sweepstakes the offering or announcement of any prize, or the acceptance/possession, use/misuse and/or defects of the prize awarded herein; (6) lost, incomplete, late, misdirected, garbled, undelivered, incomplete, stolen or mutilated transactions, subscriptions or entries; or garbled, lost, misrouted or scrambled transmissions; or (7) unauthorized human and/or mechanical intervention in the Sweepstakes or any other part of the participation process in this sweepstakes. Oranpo shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any prize or any of its employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, or (3) by any other cause, condition or event whatsoever beyond the control of the Released Parties or their parents, subsidiaries and affiliated companies. **CAUTION:** Any attempt by a person or entity to damage any app or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and/or civil laws and, should such an attempt be made, Oranpo reserves the right to seek damages and/or other remedies (including attorneys’ fees) from any such individual(s) or entity(ies) responsible for the attempt to the fullest extent permitted by law.

14. RELEASE/WAIVER/INDEMNITY:

BY ENTERING, EACH PARTICIPANT AND EACH OF THEIR AGENTS, ASSIGNEES, EXECUTORS AND SUCCESSORS AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS AND FULLY RELEASE AND FOREVER DISCHARGE EACH OF THE RELEASED PARTIES AND THEIR RESPECTIVE SHAREHOLDERS FROM AND AGAINST ANY AND ALL LIABILITIES, COSTS, CLAIMS, ALLEGED CLAIMS, DEMANDS, DUTIES, RIGHTS, AGREEMENTS, PROMISES, DAMAGES, INJURIES, LOSSES, EXPENSES, LIENS AND DEBT ACTIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, WHETHER NOW KNOWN OR UNKNOWN, UNFORESEEN OR FORESEEN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH, DIRECTLY OR INDIRECTLY, PARTICIPATION IN THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, LOSS OF ENJOYMENT, OR OTHER HARM OR LOSS OF ANY NATURE WHATSOEVER CAUSED OR CONTRIBUTED TO BY OR ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES, OR RESULTING FROM ACCEPTANCE, POSSESSION, QUALITY, USE OR MISUSE OF A PRIZE, OR ANY PORTION THEREOF, THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY ADDITIONAL EXPENSES, OMISSIONS OR DELAYS RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY. IF APPLICABLE, THE PRIZE WINNER ACKNOWLEDGES THAT HE/SHE IS SOLELY RESPONSIBLE FOR ANY ACTIONS, CLAIMS OR LIABILITIES RELATED TO ANY PRIZE-RELATED ACTIVITY,

INCLUDING, WITHOUT LIMITATION, ANY ACTIONS, CLAIMS OR LIABILITIES RELATED TO THE USE OF THE PRIZE.

15. DISCLAIMER OF WARRANTIES:

THE RELEASED PARTIES MAKE NO WARRANTIES, AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY PRIZE IN CONNECTION WITH THE SWEEPSTAKES WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND THE RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO ALL PARTICIPANTS.

16. MISCELLANEOUS:

A. Disqualification. It is the Participant's sole responsibility to ensure that they have complied in full with all conditions and requirements contained in these Official Rules. If any potential winner is found to be ineligible, or if they have not complied with these Official Rules, or declines a prize for any reason prior to award, such potential winner will be disqualified and the prize forfeited. No mechanically reproduced, illegible, incomplete, forged, software-generated, third party or other automated or robotic participation, in whole or in part, will be accepted. Entries made by any individual or any entity other than the Participant and/or originating by any other mechanism, including but not limited to commercial promotion subscription, notification, and/or entering services, will be declared invalid and disqualified from the sweepstakes. Oranpo reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the application; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the sweepstakes, or to annoy, abuse, threaten or harass any other person. Oranpo reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

B. Force Majeure/Printing and Production Errors. Oranpo reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify, suspend or extend the Sweepstakes or Sweepstakes materials in any way, if it determines in its sole discretion, that any Sweepstakes materials and/or Prize Claim Documents reflect printing or other errors or if it determines, in its sole discretion, that the Sweepstakes, App, AMOE Page or Site is impaired or corrupted or that fraud or technical problems, failures, malfunctions or errors (including, without limitation, computer viruses or other deleterious programs or materials, unauthorized human or

mechanical intervention, glitches or printing or production errors) have destroyed or severely undermined the proper play, integrity and/or feasibility of the Sweepstakes. In the event Oranpo is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Oranpo's control, then Oranpo shall have the right to modify, suspend, extend or terminate the Sweepstakes. Only the type and quantity of prizes described in these Official Rules will be awarded. The sole responsibility and liability for any invalid or irregular use is replacement with another Sweepstakes (time permitted and as solely determined by Oranpo). Replacement shall be the sole and exclusive remedy under such circumstances. In no event will more prizes be awarded than set forth in these Official Rules. If, due to printing, digital, computer programming, hardware or software, or production errors or for any reason, more potential winners in any prize category come forward seeking to claim prizes in excess of the number of each type of prize as set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s) in that prize category. Inclusion in such drawing shall be each Participant's sole and exclusive remedy under such circumstances.

C. Invalidity. 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. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by Oranpo.

17. Personal Information:

Oranpo may disclose personal information of entrants to suppliers and affiliates in order to administer or otherwise run the Promotion. [T&Cs](#) also apply to the processing of any personal data. All personal information will be handled in accordance with the Oranpo's Privacy Policy available here <https://www.oranpo.com>

18. DISPUTES/CHOICE OF LAW:

Except where prohibited, Participants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes (including any and all disputes, claims and causes of action arising out of or connected with the prizes, the availability or use or same; or the conduct of the Sweepstakes), shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) waive any right to seek or obtain injunctive or other equitable relief, and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering Sweepstakes (if any), but in no event attorneys' fees; and (4) under no circumstances will a Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental, special, exemplary and consequential damages and any other damages, other than for actual out-of-pocket expenses (if any), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant and/or Oranpo in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the United States, without regard for conflicts of law doctrine and or any other jurisdiction, and all proceedings shall take place in Texas.

19. OFFICIAL RULES:

These Official Rules will be available on the App and here <https://www.oranpo.com>

20. RESULTS AND WINNERS LIST:

A list of winners will be available on the Oranpo application location in the Winners section.

21. Sponsor:

Oranpo, Inc.
P.O Box 291201
Kerrville, TX 78029

The Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Apple Inc. Facebook, Google, Instagram. All rights reserved. All other trademarks are the property of their respective owners, all rights reserved. By participating, you understand that you are providing your information to Oranpo.