

mophie® Sweepstakes

**OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR ABILITY TO WIN. ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED.** The mophie Sweepstakes ("**Sweepstakes**") IS OPEN ONLY TO "ENTRANTS" AS DEFINED BELOW. THE SWEEPSTAKES AND ENTRY THEREIN ARE VOID WHERE THE SWEEPSTAKES ARE PROHIBITED OR RESTRICTED BY LAW. ENTRY IN THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

1. SPONSOR Sweepstakes is sponsored by ZAGG Inc ("**Sponsor**"), 910 W. Legacy Center Way, Ste. 500, Midvale, UT 84047.
2. SWEEPSTAKES PERIOD. The Sweepstakes begin **May 18 at 06:00 AM MDT** and ends **June 1, 2024 at 11:59 PM MDT** ("**Sweepstakes Period**"). Entries must be submitted, and received within the Sweepstakes Period. Sponsor shall in its sole discretion determine the timeliness of any entry. Entrant must be currently enrolled in SMS messaging at the time of drawing.
3. PRIZE one (1) prize (referred to as a "Prize") will be awarded to five different winners for this Sweepstakes. The Prize consists of a mophie juice pack 2024 kit and \$200 Apple® gift card to each of the five (5) different winners. The total approximate retail value ("ARV") of the Prize is \$599 USD.
4. ENTRANT ELIGIBILITY. An "**Entrant**" is a person who (i) is a legal resident of the 48 contiguous United States or the District of Columbia, (ii) is at least 18 years old and has reached the age of majority in the state in which he/she resides as of the time of entering the Sweepstakes, (iii) is not on the U.S. Bureau of Industry and Security's Denied Persons or Entity Lists, is not on the U.S. Treasury Department's list of Specially Designated Nationals, and is not on the U.S. Department of Commerce's Table of Denial Orders, and (iv) complies with all entry requirements. Officers, directors, shareholders, members, managers, partners, employees, agents, and representatives of Sponsor, its parent company, subsidiaries, affiliates, successors, assigns, and members of their immediate families (parents, siblings, children and spouses, regardless of where they live), and those persons living in the same household with such persons, whether related or not, are ineligible to enter. Individuals who previously won a prize from Sponsor in any contest or sweepstakes during the previous one (1) year period are ineligible to enter the Sweepstakes. Entries will be deemed to be submitted by the registered holder of the submitted SMS number. Winner may be required to sign an affidavit of eligibility, liability release and, unless prohibited by law, a publicity release. Any Entrant who violates any of these Official Rules during the Sweepstakes Period may be disqualified.
5. HOW TO ENTER. Entries to the Sweepstakes are limited to one (1) entry per Entrant except as noted below. To enter the Sweepstakes, visit <https://www.zagg.com/mophie/juice-pack-giveaway/> and enter your mobile telephone number as indicated in the on-screen entry instructions. You may enter only once per mobile telephone number. Use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all entries and result in disqualification. By participating in this sweepstakes, entrant accepts and agrees to receive SMS messages from Sponsor (defined below), accepts and agrees to ZAGG website [Privacy Policy](#), ZAGG's [SMS Mobile Terms & Conditions](#) and the Sponsor's [Terms of Use](#), as well as accepts and agrees to these Official Rules.
6. SELECTION OF WINNER & NOTIFICATION. Sponsor will determine the Sweepstakes winners (the "**Winners**") by random selection by June 8, 2024 from entries received before the end of the Sweepstakes. Sponsor will determine in its sole discretion if an entry and the Winner are qualified and eligible. If the Winner is deemed ineligible for any reason or who fails to claim a Prize in a timely manner, then an alternate Winner may be selected from remaining valid, eligible entries received. Sponsor will notify the Winner via SMS using the winning mobile number. **WINNER MUST RESPOND WITHIN TWENTY-FOUR (24) HOURS OF NOTIFICATION BEING SENT AND COMPLY WITH CLAIM INSTRUCTIONS TO WIN THE PRIZE.**

Winner may be required to complete, sign and return a certificate or affidavit of eligibility, a liability release, and, where lawful, a publicity release. In the event of failure to timely return the documents and/or requested information, or the return of any prize notification as being undeliverable, Winner will forfeit the applicable prize and an alternate winner may be selected by Sponsor.

If requested, Winner shall provide Sponsor with valid government issued identification, a completed IRS W-9, and a valid taxpayer identification number, Social Security number or equivalent as a condition of any prize being awarded. Prizes are not transferable, redeemable for cash or exchangeable. The

specifics of any prize will be solely determined by Sponsor. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, are the sole responsibility of Winner. Winner should consult with his/her tax advisor and/or independent counsel regarding prize winnings and for proper tax treatment on his/her tax return. IRS Form 1099s will be issued in Winner.

7. **GENERAL CONDITIONS.** All decisions of Sponsor are in its sole discretion and final. The Sweepstakes is void where prohibited or restricted by law. All entries become the sole property of Sponsor. No entry will be acknowledged or returned. Sponsor is not responsible for entries, prize claims, or notifications that are lost, late, or damaged. All access and use of any website must be in accordance with the terms and conditions stated on the site. Access and use of any social media site must be in accordance with the terms and conditions of that site. Data and message rates may apply; consult your wireless provider. Sponsor is not responsible for any such charges. Sponsor has no obligation to award any prize. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromised the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue; terminate the Sweepstakes, or any portion thereof; and/or modify the Sweepstakes, Official Rules, and/or prizes. Sponsor may further cancel, modify or suspend the Sweepstakes based upon any such technical difficulties or unforeseen events without liability in Sponsor's sole discretion.
8. **DISQUALIFICATION.** Without limitation, an Entrant may be disqualified, at Sponsor's sole discretion, if Entrant (i) fails to comply with Sweepstakes rules and requirements; ; (ii) appears to have used scripts, macros, mechanization, or any automation; (iii) appears to have acted in a fraudulent or deceptive manner or otherwise tampered with the operation of the Sweepstakes or any website promoting the Sweepstakes. Without limitation, Sponsor may also disqualify in its sole discretion any inaccurate, incomplete, illegible, inappropriate, or noncompliant entries. Third-party entry and/or entry via a sweepstakes service is not permitted. **ANY PERSON ATTEMPTING TO MISLEAD SPONSOR OR IN ANY WAY TAMPER WITH, DAMAGE, OR UNDERMINE THE SWEEPSTAKES WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PROSECUTION.**
9. **PRIVACY & TERMS** Information submitted by Entrant will be subject to Sponsor's Privacy Policy, available online at [https://www.zagg.com/en\\_us/privacy-policy](https://www.zagg.com/en_us/privacy-policy) ("Policy"). By entering the Sweepstakes, Entrant acknowledges that Entrant has read and agreed to the Policy, and that Entrant consents to the collection, use and disclosure of Entrant's personal information in accordance with the Policy.
10. **LIMITATION OF LIABILITY; RELEASE.** Sponsor and its employees, agents and representatives (collectively "Released Parties") shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (i) by any wrongful, negligent, or unauthorized act or omission of any third party, or (ii) by any cause, condition, or event beyond the control of the Released Parties, including, without limitation, any act of God, war, terrorism, riot, weather, or fire. **BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES TO FULLY AND UNCONDITIONALLY RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, ATTORNEY'S FEES, DAMAGES AND OTHER LIABILITIES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES ANY ENTRY OR ATTEMPTS TO ENTER AND ALL OTHER SWEEPSTAKES-RELATED ACTIVITIES (SUCH AS ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE), INCLUDING, WITHOUT LIMITATION, BUT TO THE GREATEST EXTENT PERMISSABLE BY APPLICABLE LAW, DEMANDS, CLAIMS AND CAUSES OF ACTION FOR NEGLIGENCE, DEFAMATION, DAMAGES TO PROPERTY, BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INFRINGEMENT, LOSS OF BUSINESS, LOSS OF CONSORTIUM, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES AND ALL OTHER FORMS OF CLAIMS, LIABILITIES AND DAMAGES.** Sponsor is not liable for any damages, injuries, or losses of any kind caused by any prize or resulting from acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities.

Entrants hereby acknowledge that Sweepstakes Entities have neither 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 a prize, including express warranties provided exclusively by a prize manufacturer that may be sent along with a prize. **PRIZES WILL BE ACCEPTED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ARE NON-TRANSFERABLE, AND NO SUBSTITUTION OR CASH EQUIVALENT IS ALLOWED, EXCEPT AT THE DISCRETION OF THE SPONSOR.** Sponsor will not replace any lost or stolen prize element. Any depiction of prize in promotional materials is for illustrative purposes only. Prizes will only be awarded in the name of the Winner. Decisions of the Sponsor are final in all respects of the Sweepstakes. All prizes awarded are subject to verification of eligibility and compliance with these Official Rules.

SOME JURISDICTIONS MAY PROHIBIT OR LIMIT EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

11. **DISPUTE RESOLUTION.** All disputes arising under or relating to the Sweepstakes and/or these Official Rules will be governed by the laws of Utah, without regard for conflicts of laws principles. All disputes arising under or relating to the Sweepstakes and/or these Official Rules shall be submitted to and resolved by binding arbitration in Salt Lake City, Utah, any award shall be confirmed in the courts situated in Salt Lake County, Utah. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written basis for the opinion.
12. **WINNER LIST/OFFICIAL RULES:** To obtain a copy of the Official Rules and Winner list, send a self-addressed stamped envelope to Sponsor at the address set forth above. All such requests must be received within four (4) weeks after the end of the Sweepstakes.
13. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy, or terms of use on the Website, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

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