

CONTEST

Amazon Prime Day Café1820

**RULES OF PARTICIPATION**

The following are the Rules that will govern the Amazon Prime Day Café 1820 Contest (hereinafter the "Contest"). Hereinafter, "Café 1820", "we", "us" and "our" refer to the organizing entity; "you" means a participant in the Contest. By participating in this Contest you declare that you know and accept the rules, as well as the decisions adopted by Café 1820 on any matter not provided for in them. In the event of a dispute, our decision will be final in all respects for all participants. In addition, you agree to comply with the terms and conditions of any Café 1820 or third-party website on which this Contest is hosted.

By the mere fact of participating in this contest, the participants accept these rules unconditionally, including those clauses that limit the liability of the organizers. Likewise, the participants agree to be subject to the decisions of the organizers in any matter related to the contest.

These regulations will be made available to participants on the official Facebook page of Café 1820 (https://www.facebook.com/Cafe1820?mibextid=dGKdO6). The awarding of the first place prize will be conditioned on compliance with each and every one of the applicable laws and regulations, as well as the provisions of these regulations. The Organizer reserves the right to disqualify and/or demand the return of the prizes awarded to those participants who directly or indirectly fail to comply with the rules and conditions established herein.

**Organizer:** The company Café 1820 with a legal entity ID (3-101-173639) is the organizer of the contest.

**Operator:** The operator of the contest will be Shift Porter Novellli with the corporate name CENTROAMERICA PN ASESORES, S.A. with legal entity ID 3-101-054182 (hereinafter "Operator") who will manage, administer, moderate the content, and deliver the prize in the name of Café 1820. Questions or comments may be directed to Shift Porter Novelli at (vruiz@shiftpn.co.cr)

Participation in the Competition is free of charge. Registration in the Contest does not imply an obligation to purchase.

**For the purposes of this Contest, Territory designates:** Costa Rica. This contest will be valid and effective only within the Republic of Costa Rica under the rules and laws of this country.

1. **VALIDITY PERIOD:** The Contest will be valid from 12:00 a.m. on February 14, 2024 ("Start Date") until 2:00 p.m. on February 16, 2024. ("Deadline to Enter) (hereinafter, the "Term").

The following are the deadlines in which the competition will be held:

**-START DATE:** the Contest will begin from July 16 to 17, 2024 with the official announcement on the official Instagram of Café 1820 when the Contest is published in story format.

**-DEADLINE TO PARTICIPATE:** the deadline to participate in the Contest will be until 11:59 p.m. on July 17, 2024.

**-VOTING DATE:** No vote

**-WINNER ANNOUNCEMENT DATE:** There is no winner, anyone can use the Amazon Prime Day promotion, as long as they use Amazon USA and purchase a product from the Café 1820 catalog

**-DEADLINE TO COLLECT THE PRIZE:** Amazon is in charge of delivering the prize, so this is subject to shipping demands and high consumption in the channels that may delay the delivery.

**2. ELIGIBILITY:** The Amazon Prime Day Café 1820 contest will be open to Costa Ricans or legal residents of the United States who are 18 years of age or older at the time of contest entry. All natural persons who meet the following requirements may be considered participants:

**The following may participate in the competition:**

* 1. Individuals 18 years of age or older who have an Amazon USA account.

**The following may not participate in the Contest:**

* 1. Employees, executives and officers of Café 1820 or sister companies belonging to Grupo Numar, Grupo Garnier or BPO, as well as their relatives in the first degree of consanguinity.
  2. Employees, executives and officers of advertising agencies, and other suppliers involved in this contest.
  3. Officials of any of the co-sponsoring companies of this competition who, by virtue of their position, may in any way influence the development of the promotion or the allocation of the prizes.

In order for a participant to be considered valid, it is necessary that they meet the requirements indicated above.

Café 1820 reserves the right to verify at any time that each of the participants meets the eligibility conditions that in its opinion are necessary to participate in this Contest. Participation in the Competition is free of charge.

# **CONTEST DESCRIPTION:** The Amazon Prime Day Café 1820 contest is a creative and dynamic initiative organized by Café 1820, designed to engage the Amazon community in the United States, in the art of design and customization, to celebrate coffee culture. This contest offers participants the opportunity to use their imagination and creativity to design their version of the Amazon Prime Day Café 1820, using the visual resources made available in Google Ads and Tap Tap.

1. **LAW:** These Rules shall be construed exclusively in accordance with the laws of the Territory. If the Territory includes more than one country, then the Rules shall be construed in accordance with the laws of the entrant's country of residence. Nothing herein shall deprive you of more favourable terms under applicable law. Any dispute between you and us that cannot be resolved by mutual agreement will be submitted to the courts having jurisdiction in the Territory or in the participant's country of residence if the Territory includes more than one country.

1. **MODIFICATION, CANCELLATION OR SUSPENSION:** We reserve the right to modify these Rules at any time. Likewise, we may suspend or cancel, in whole or in part, the Contest without this implying the payment of any sum to you or to third parties in the event of fraud that distorts the objective of the Contest or when unforeseen circumstances that constitute fortuitous event, force majeure or similar justify it. The modification of the Rules or the decision to suspend or cancel the Contest will be communicated by the same means used to make the Contest known. If you attempt to jeopardize the integrity or legitimate operation of this Contest by hacking, cheating, or fraudulent activity, we will seek compensation from you for any losses we incur as a result of your actions to the fullest extent permitted by law. In addition, we will prohibit you from participating in future similar activities that we do, so that you can play fair.

1. **LIABILITY:** We do not guarantee the actions of third parties nor are we responsible for the acts or breaches of third parties. By entering the Contest you release Café 1820 and its respective parent companies, subsidiaries, affiliated entities, licensees, local corporate advertising agents, advertising and promotion agencies, consultants, agents and all officers, officers, partners, directors, employees, agents or representatives of such companies (the "Released Parties") from any damages, injuries, losses and/or expenses resulting in whole or in part from your participation in the Contest. Contest. The foregoing will apply in the event that Café 1820 does not receive your information or that it is lost due to interruptions or incapacities of the network, server, failures in transmissions or technical failures, whether they are caused by human, mechanical or electronic error. Nothing in this clause shall limit Café 1820's liability in respect of death or bodily injury arising from its own negligence or as a result of fraud. The provisions of this Section shall apply to the extent permitted by applicable law. You represent that you will hold harmless and harmless Café 1820 from any breach of any representation or obligation set forth herein.

1. **PERSONAL DATA:** CAFÉ 1820 in its capacity as Organizer and SHIFT PORTER NOVELLI, in its capacity as Operator of the Contest, undertake that the personal data received as a result of this promotion will be used solely and exclusively for the purposes of these Regulations and, therefore, will refrain from using such data for its own benefit and/or those of any third party.

Likewise, CAFÉ 1820, as Organizer, and SHIFT PORTER NOVELLI, as Operator of the Contest, undertake to:

* 1. Comply with applicable data protection legislation, in accordance with the Law on the Protection of the Individual Against the Processing of their Personal Data, Law No. 8968.
  2. Not to process any personal data differently for the purposes of the Promotion.
  3. Take all reasonable steps to ensure that any employee, agent or contractor of any contracted equipment or processor may have access to the company's personal data, ensuring in each case that access is strictly limited to the individuals involved.
  4. Ensure that your employees maintain confidentiality as part of their job duties.

1. **IMAGE RIGHTS:** Once participants agree and choose to participate in this competition, they will give up the right to share images or videos of their creations as part of the promotional materials of the campaign, either in traditional media, as well as on social networks, websites and others. Likewise, they grant their authorization for the use of their name, image, voice and other components of the image and identity of a natural person, to publish in traditional media, websites and social networks, among others. This authorisation does not imply any type of financial or in-kind compensation.