ABBREVIATED RULES:

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open only to legal residents of the United States. who are 18+. Begins **2/4/2021** @12:00:00 pm ET; ends **2/5/2021** @12:00:00 pm ET. Void where prohibited by law. Odds of winning depend on # of eligible entries rec'd. ARV of the prize is $650.00 USD. **Sponsor: JRSK, Inc.** (d/b/a Away), 503 Broadway, 3rd Floor, New York, NY 10012. The Giveaway is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter.

"SERENA DROP 2 GIVEAWAY" Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. INTERNET ACCESS REQUIRED. ***Posting on Instagram or Twitter requires a mobile device and therefore message and data rates may apply. Check with your carrier for additional information.***

EACH WINNER MAY BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND SIGN DOCUMENTATION, SUCH AS A RELEASE, WITHIN SEVENTY-TWO (72) HOURS, AS MORE FULLY DETAILED BELOW.

BY ENTERING THE GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY.** The **SERENA DROP 2 GIVEAWAY** (the "**Giveaway**"), sponsored by **JRSK, Inc.** (d/b/a Away) is open only to participants who, as of the entry date, are legal residents of the United States (the "**Territory**") who are at least eighteen (18) years old. One Instagram account and/or Twitter account per participant. The Giveaway is void outside the Territory and where prohibited by law. Employees, officers, directors, members, managers, representatives, and agents of Sponsors, Sponsors, and the parents, subsidiaries, affiliates, divisions, advertising and promotion agencies of Sponsors (collectively, with Instagram and Twitter, the "**Released Parties**"), and the immediate families (defined as parents, spouses, domestic partners, in-laws, children, siblings, grandparents, grandchildren, and their respective spouses) or members of the same household (whether related or not) of each such individual are not eligible to enter. Corporate entities are not eligible and have no right to claim any prize won by their employees.

2. **TIMING.** The Giveaway begins at 12:00:00 p.m. EST on **2/4/2021** and ends at 12:00:00 p.m. EST on **2/5/2021** (the "**Entry Period**").

3. **HOW TO ENTER.** The Giveaway may be entered online as follows:

a. **TO ENTER ONLINE**: During the Entry Period, eligible participants will be directed by Instagram or Twitter, as applicable, to a posting (the "**Giveaway Post**") on the Away (@away) Instagram or Twitter accounts, as applicable (collectively, "**Giveaway Sites**"). Eligible participants must follow the instructions on the Giveaway Site to complete and submit an entry. Entries require: comment on the Giveaway Post with a guess as to how many tennis balls fit inside the Away Bigger Carry-On suitcase. Do not inaccurately tag content or people you don't know. All online entries must be received by Sponsors during the Entry Period. An online entry is "received" when the Giveaway Site's database servers actually record submission of the completed entry.

b. **FOR ALL ENTRIES: LIMIT:** Multiple entries allowed per participant. Entries may not be acknowledged and will not be returned. Only completed entries actually received by Sponsors in accordance during the Entry Period will be considered in this Giveaway; other proof of submission will not be deemed to be proof of receipt of entry by Sponsors. Any attempt made to submit entries in excess of any stated limit or otherwise in violation of these Official Rules (including by using multiple or false contact information or otherwise) may be disqualified. Sponsor's clock will be the official timekeeper for this Giveaway. Entries that are (i) forged, altered, incomplete, lost, late, illegible, unintelligible, duplicated, misdirected, mutilated, illegitimate, garbled or postage-due; (ii) generated by a macro, bot, or other automated means; or (iii) submitted with intent to subvert the entry process will not be accepted and are void. Those who do not provide the required information or abide by these Official Rules and other instructions of Sponsors and their representatives may, in Sponsors' sole discretion, be disqualified and any associated entry void. Entries or participation made on behalf of any other individual or any entity or group, or originating at any online service other than those described above (including, without limitation, through commercial promotion subscription, notification, or entering services), will be declared invalid and disqualified for this Giveaway. If a dispute regarding the identity of a participant cannot be resolved to Sponsors' satisfaction, the entry will be deemed ineligible.

4. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Giveaway, each participant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsors (including, without limitation, interpretation of these Official Rules, decisions regarding eligibility of entries, the selection of the winners, and the awarding of the prizes, which are final and binding in all respects. As a condition of entering the Giveaway, each participant gives consent for Sponsors to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Giveaway and complying with applicable laws, regulations, and rules.

EACH PARTICIPANT FURTHER ACKNOWLEDGES THAT THE GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM OR TWITTER. BY ENTERING THIS GIVEAWAY, PARTICIPANT AGRESS TO A COMPLETE RELEASE OF INSTAGRAM AND/OR TWITTER FROM ANY OR ALL LIABILITY IN CONNECTION WITH THE GIVEAWAY.

5. **SELECTION; ODDS; NOTIFICATION.** On or before **2/8/2021,** Sponsors or Sponsors' designated representative (whose decisions regarding the winner selection will be final) will randomly select one (1) Giveaway participant, for a total of ONE (1) potential winner, from among all eligible entries who have guessed the correct number of tennis balls, received by Sponsors. Odds of winning a prize depend on the number of eligible entries received by Sponsors in the Giveaway. Individuals are limited to one (1) prize package per person. Potential winners will be notified by phone, mail, email, or direct message requesting a direct message response to communicate the potential winner's selection as a potential winner and to confirm the potential winner's eligibility (as determined by Sponsors in their sole discretion) within approximately five (5) days after the winner selection. Potential winners may be required to execute, have notarized (if applicable), and return to applicable Sponsor an Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release, as well as tax documents (collectively, the "**Prize Winner Documents**") (any or all of which may require the winner to provide his or her Social Security Number), without alteration and in the form provided by applicable Sponsor in order to claim his/her prize. The Prize Winner Documents must be returned to applicable Sponsor by the date and/or time indicated within the Prize Winner Documents and are subject to verification. If (i) the potential winner cannot be contacted or does not respond as instructed within seventy-two (72) hours of the first attempt to contact him/her, (ii) the potential winner fails to return the Prize Winner Documents within the specified time, (iii) any prize or prize notification is returned as undeliverable, (iv) the potential winner is found to be ineligible, or (v) the potential winner does not comply with the Official Rules, then the potential winner may, in applicable Sponsor's sole discretion, be disqualified and an alternate winner selected by applicable Sponsor. Sponsors reserve the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The prizes, if legitimately claimed, will be awarded. Sponsors will not be obligated to pursue more than three (3) alternate winners (time permitting) for any prize for any reason, after which that prize may go unawarded.

6. PRIZE.

Two (2) winners**,** subject to verification, will receive a prize, which consists solely of:

- One (1) Away x Serena Bigger Carry-On without Battery ($245, *color subject to availability*)
- One (1) Away x Serena Convertible Tote ($225, *color subject to availability*)
- One (1) Away x Serena Sling Bag ($125, *color subject to availability*)
- One (1) set of Away x Serena Expandable Packing Cubes ($55, *color subject to availability*)

The approximate retail value ("**ARV**") of the prize is $650 USD; and the aggregate ARV of all prizes is $1300 USD.

Prize Restrictions:

All prize details not specified in these Official Rules will be determined by Sponsors in their sole discretion. Any taxes (federal, state, and local) and all costs and expenses associated with prize acceptance

or use and not specified in these Official Rules as being part of the prize will be the sole responsibility of each winner. Each winner may be issued a 1099 and related tax forms for the actual value of the prize. No more than the stated prizes will be awarded. Sponsors will not replace any lost, mutilated, or stolen prize or prize elements or any prize that is undeliverable or does not reach any winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsors will have no further obligation with respect to that prize or portion of the prize. No transfers, prize substitutions, or cash redemptions will be made, except at Sponsors' sole discretion. Each winner is strictly prohibited from selling, auctioning, trading, or otherwise transferring any part of the prize, except with Sponsors' permission, which may be granted or withheld for any reason in their sole discretion. Any mailed prize elements will only be mailed or otherwise provided to the applicable verified winner's address in the Territory, unless applicable Sponsor, in its sole discretion, agrees otherwise. Sponsors reserve the right to substitute any prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including unavailability of the stated prize. Each participant waives the right to assert as a cost of winning any prize any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim said prize.

7. LIMITATION OF LIABILITY. EACH PARTICIPANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, USE, MISUSE, OR AWARDING OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PRIZE- OR GIVEAWAY- RELATED ACTIVITY INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, LOSS, DEATH OR ACCIDENT TO OR OF PERSON OR PROPERTY. WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

8. **ADDITIONAL DISCLAIMERS.** The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the participant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible, garbled, mutilated, or misdirected entries, email, mail, or Giveaway-related correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules, in any Giveaway-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information. Released Parties are not responsible for electronic communications that are undeliverable or do not reach participant as a result of any form of active or passive filtering of any kind or insufficient space in a potential winner's email or voice mail inbox to receive messages. Released Parties are not responsible, and may disqualify you, if your email address or other contact information does not work or is changed without prior written notice to Sponsors. Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any participant or winner (or any person claiming through such participant or winner) for failure to supply the prize or any part thereof in the event that any of the Giveaway activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsors in their sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-

governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

9. **GENERAL RULES.** By entering the Giveaway (except where prohibited by law), each participant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, likeness, photograph, voice, prize information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), without any limitation of time, and without notice, review, or approval and each participant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates Sponsors to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.

Sponsors' decisions will be final in all matters relating to this Giveaway, including interpretation of these Official Rules, determination of the winners, and awarding of the prizes. All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsors, which are final. Failure to comply with these Official Rules may result in disqualification from this Giveaway. Participants further agree to not damage or cause interruption of the Giveaway and/or prevent others from using the Giveaway. Sponsors reserve the right to restrict or void entries or participation from any IP address if any suspicious entry and/or participation is detected. Sponsors reserve the right, in their sole discretion, to void entries of any participant who Sponsors believe has attempted to tamper with or impair the administration, security, fairness, or proper play of this Giveaway. Either Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Giveaway-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsors in their sole discretion. Participants waive any right to claim ambiguity in the Giveaway or these Official Rules. If Sponsors determine, at any time and in their sole discretion, that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsors deem obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person, Sponsors reserve the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. 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 is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsors disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Giveaway. If the Giveaway is not capable of running as planned for any reason, Sponsors reserve the right, in their sole discretion, to cancel, modify or suspend the Giveaway and award the prizes from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsors. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsors may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. If a dispute regarding an entry cannot be resolved to Sponsors' satisfaction, in their sole discretion, the entry will be deemed ineligible. **CAUTION:** ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSORS MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **DISPUTES/GOVERNING LAW.** Except where prohibited, as a condition of participating in this Giveaway, each participant agrees that any and all disputes that cannot be resolved between the participant and any Released Party, claims and causes of action arising out of or connected with this Giveaway

(including a prize awarded or the determination of a winner) must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a participant be permitted or entitled to obtain (and hereby waives all rights to seek or claim) injunctive, equitable, or other non-monetary relief or awards for punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any), not to exceed ten dollars ($10), and participant further waives all rights to have damages multiplied or increased.

THIS GIVEAWAY, THESE OFFICIAL RULES, AND ANY DISPUTE ARISING UNDER OR RELATED THERETO (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT, OR OTHERWISE) WILL BE GOVERNED, CONSTRUED, AND INTERPRETED UNDER THE INTERNAL LAWS OF NEW YORK, U.S.A., WITHOUT REFERENCE OR GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES OR RULES THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. ANY LEGAL ACTIONS, SUITS, OR PROCEEDINGS RELATED TO THIS GIVEAWAY (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT, OR OTHERWISE) WILL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK AND EACH PARTICIPANT IRREVOCABLY ACCEPTS, SUBMITS, AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THESE COURTS WITH RESPECT TO ANY LEGAL ACTIONS, SUITS, OR PROCEEDINGS ARISING OUT OF OR RELATED TO THIS GIVEAWAY. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

11. **PRIVACY**. Any personal information supplied by you in this Giveaway will be subject to, and treated in a manner consistent with, each Sponsor's privacy policy posted at https://www.awaytravel.com/privacy-policy. In the event of any conflict between either of the Privacy Policies and these Official Rules, these Official Rules shall govern.

12. **OFFICIAL RULES.** These Official Rules are available by sending a self-addressed, stamped envelope to **"SERENA DROP 2 GIVEAWAY"** c/o JRSK, Inc. (d/b/a Away), 503 Broadway, 3rd Floor, New York, NY, 10012. Limit one (1) request per outer envelope. Rules requests must be received before the end of the Entry Period.

13. **WINNERS LIST**. To request a copy of the Giveaway winners list, send a self-addressed, stamped envelope to **"SERENA DROP 2 GIVEAWAY"** c/o JRSK, Inc. (d/b/a Away), 503 Broadway, 3rd Floor, New York, NY, 10012. Limit one (1) request per outer envelope. Requests for a copy of the winners list must be received by **4/4/2021.**

14. **SPONSOR**. The sponsor of the Giveaway and the address at which the Sponsor may be contacted is JRSK, Inc. (d/b/a Away), 503 Broadway, 3rd Floor, New York, NY, 10012. Reference to third parties in connection with the prize is for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsors or the Giveaway. The Giveaway is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter.