

**Scotch™ Brand Holiday Gifting Suite Promotion  
Terms and Conditions**

**NO PURCHASE NECESSARY TO PARTICIPATE.**

**SUITES ARE ONLY AVAILABLE ON A FIRST-COME, FIRST-SERVED BASIS WHILE  
SUPPLIES LAST AND ONLY TEN (10) SUITES ARE AVAILABLE**

**1. How to Participate.** Beginning at 9:00:00 am Eastern Time (“ET”) on November 9, 2023, visit [ScotchBrandGiftingSuite.com](http://ScotchBrandGiftingSuite.com) (“Site”) which will be promoting a one-night “Holi-Stay” for two (2) at the Scotch™ Brand Holiday Gifting suite (the “Suite”) at Lotte New York Palace in New York City (“Hotel”) between December 6-December 15, 2023 (“Event Period” and each day of the Event Period will be an “Event Day”) (for up to 2 guests) to wrap, pack and ship gifts for loved ones (the “Experiential Event” or “Event”). There will be ten (10) Suites available throughout the Event Period (one (1) Suite per Event Day). All Suites will become available at 9:00:00 am ET on November 9, 2023. The first eligible participant who books a Suite at the Hotel on an Event Day in the accordance with these Terms and Conditions (“Terms”) will be eligible to receive the Suite for that Event Day and the additional gifts and experiences (collectively, the “Promotion Package”) set forth in Section 4. Once ten (10) eligible participants have successfully booked a Suite for each Event Day in accordance with these Terms, the Promotion will be over, and no other Promotion Packages will be awarded. Travel to the Hotel and New York City is not included.

Limit one (1) Promotion Package per person/per email address. No automated entry devices, bots and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, postage-due, technically corrupted or garbled requests, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor.

By participating in the Promotion, participants fully and unconditionally agree to be bound by these Terms, which will be final and binding in all matters relating to the Promotion.

**2. Start/End Dates.** Promotion begins at 9:00:00 am ET on November 9, 2023 and ends once ten (10) eligible participants have successfully booked a Suite for each Event Day in accordance with these Terms.

**3. Eligibility.** Participation open only to legal residents of the fifty (50) United States or the District of Columbia, who are 21 or older as of date of entry. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Sponsor, the Hotel and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Promotion materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to participate. Promotion is directed to residents of the New York City area but legal residents in or from the 50 United States and the District of Columbia may participate. Please

note that transportation to New York City will not be provided to any Promotion Package recipients so recipients who live outside the New York City area must plan on being in New York City at the time of the Event. All federal, state and local laws and regulations apply.

**4. The Promotion Package.** The Promotion Package includes the following:

- Scotch™ Brand Holiday Gifting Suite for up to 2 guests (i.e., recipient and a guest) on the booked Event date (ARV: \$1,500).
- A state-of-the-art wrapping station complete with organized tools and Scotch™ Brand products: [Scotch® Gift-Wrap Tape](#), [Scotch® Magic™ Tape](#), [Scotch™ Cushion Lock™](#), [Scotch® Box Lock™ Packaging Tape](#).
- Up to a \$200.00 room credit for a festive holiday dinner.
- Up to a \$300.00 voucher for rideshares to help you and your packages get to and from the Suite.
- Up to \$1,000.00 in shipping costs inclusive of pick-up service (*U.S. domestic shipping only*) (the “Shipping Perk”).

All Promotion Package details are at the sole discretion of the Sponsor. Sponsor or its agency will contact recipients via email with additional details regarding their Promotion Packages.

Approximate Retail Value (“ARV”) of each Promotion Package: \$3,000. Limit one (1) Promotion Package per person/email address.

Promotion Packages are non-transferable. No substitutions or cash redemptions. In the case of unavailability of the Promotion Package or any part thereof, Sponsor reserves the right to substitute an item of equal or greater value. All taxes and unspecified expenses are the responsibility of Promotion Package recipients. Hotel requires a credit card at check-in and recipients are responsible for any damage to the Suite and/or Hotel and/or any expenses beyond those listed in the Promotion Package above.

**PROMOTION PACKAGE DOES NOT INCLUDE AIRFARE OR GROUND TRANSPORTATION TO/FROM NEW YORK CITY. SPONSOR IS NOT RESPONSIBLE FOR TRANSPORTATION TO/FROM NEW YORK CITY. RECIPIENTS ARE RESPONSIBLE FOR OWN TRANSPORTATION TO/FROM NEW YORK CITY.** Recipient may be required to show photo identification in order to claim Promotion Package. Additional transportation or meals, or any gratuities, or any other expenses not specifically listed herein responsibility of recipient. If recipient cannot stay in the Suite on the Event Day booked by recipient or does not respond to the Promotion Package notification in the time frame provided by Sponsor, Promotion Package may be forfeited and Sponsor will have no further obligation to such potential recipient. In such event, Promotion Package may be provided to the next participant who attempted to book the Suite (time-permitting). Guests may be required to sign release prior to stay in the Suite. Guests must be of the age of majority unless the recipient is guest’s parent or legal guardian.

SPONSOR WILL NOT BE RESPONSIBLE FOR ANY SHIPPING FEES BEYOND THE SHIPPING PERK. ANY ADDITIONAL SHIPPING FEES BEYOND THE SHIPPING PERK ARE THE RESPONSIBILITY OF THE RECIPIENTS.

**TAX GROSS UP PAYMENT:** Promotion Package recipients will also receive a single cash payment in the form of a corporate check which is intended to assist with any federal, state, or other tax obligations related to the Promotion Package (the “Tax Gross-Up Payment”). The amount of Tax Gross-Up Payment will be computed based upon the actual retail value of the applicable Promotion Package and assuming that the recipient’s combined tax rate for all federal, state, and other tax obligations related to such Promotion Package is 33%. The Tax Gross-Up Payment is intended to *assist* with any federal, state, or other tax obligations related to the applicable Promotion Package. **The Tax Gross-Up Payment may not be sufficient to cover the recipient’s entire tax liability related to the applicable Promotion Package.** Recipient may be required to provide us a W-9 form. Recipient’s reportable winnings and the gross-up payment will be included on the recipient’s 2023 Form 1099-MISC and will be subject to withholding. Sponsor will comply with all tax reporting requirements, including a Form 1099-MISC issued to the recipient.

**Released Entities (defined below) are not responsible if the Promotion Package listed above or any part thereof is delayed, postponed or cancelled due to events outside of its reasonable control, including due to COVID 19 restrictions. If in the event the Promotion Package or any part cannot be provided, including as a result of epidemics, pandemics or other public health concerns, including COVID 19, the Promotion Package may be provided at another time or as another Promotion Package, such as cash Promotion Package (collectively “Substitute Promotion Package”), all as determined by Sponsor in its sole and absolute discretion. If potential recipient chooses not to accept the Promotion Package or the Substitute Promotion Package (as applicable), the Promotion Package or Substitute Promotion Package may be provided to an alternate (time-permitting). As a condition of accepting the Promotion Package or Substitute Promotion Package (as applicable), potential recipient and guest may be required to agree to comply with Sponsor’s and/or the Hotel’s COVID safety protocols (collectively, “Sponsor’s Safety Protocols”), including, but not limited to, testing, mask wearing, social distancing and quarantining, all as applicable and as determined by Sponsor and/or the Hotel, or the Promotion Package (or Substitute Promotion Package, as applicable) will be forfeited. Potential recipient and guest agree to execute any documents provided by Sponsor to confirm such compliance.**

**6. Notification.** Potential Promotion Package recipients will be notified at time of their booking. Potential Promotion Package recipients may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility and Liability/Publicity Release within five (5) calendar days of notification. If any potential Promotion Package recipient cannot be contacted within five (5) calendar days of first notification attempt, if any Promotion Package or notification is returned as undeliverable, if any potential Promotion Package recipient rejects his/her Promotion Package or in the event of noncompliance with these Promotion Terms, such Promotion Package

will be forfeited and it may be provided to an alternate recipient. Upon forfeiture, no compensation will be given.

**7. Conditions.** All federal, state and local taxes are the sole responsibility of the Promotion Package recipients. Participation in Promotion and acceptance of Promotion Package constitutes recipient's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each Promotion Package recipient regarding the Promotion or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, participants and Promotion Package recipients agree to release and hold harmless Sponsor, the Hotel, and their respective advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Promotion, or possession, acceptance and/or use or misuse of Promotion Package or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Promotion cannot take place or if any Promotion Package cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, epidemics, pandemics, or acts of terrorism. Participants who do not comply with these Terms, or attempt to interfere with this Promotion in any way shall be disqualified. There is no purchase or sales presentation required to participate.

**8. Additional Terms.** Any other attempted form of participation is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to participate in the Promotion, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Promotion or downloading any materials in this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics, pandemics, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In such case, Sponsor will select the Promotion Package recipient(s) from all eligible participants prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the Promotion process or the operation of the Promotion or web site. Sponsor may prohibit a participant from participating in the Promotion or receiving a Promotion Package if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated programs) or intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute as to any email account, the authorized account holder of the email address used to register for that account will be deemed to be the participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential Promotion Package recipient may be required to show proof of being the authorized account holder.

**9. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND/OR USE OF THE SITE AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE PROMOTION. WITHOUT LIMITING THE FOREGOING, THIS PROMOTION AND ALL PROMOTION PACKAGES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**10. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Terms, including, without limitation, the Promotion. Any controversy or claim arising out of or relating to these Terms and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE TERMS AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Terms and/or in connection with the entering of any judgment on an arbitration award in connection with these Terms and/or the Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

**11. Use of Data.** Sponsor will be collecting personal data about participants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at [https://www.3m.com/3M/en\\_US/company-us/privacy-policy/](https://www.3m.com/3M/en_US/company-us/privacy-policy/). Sponsor may share this personal information with the Hotel in accordance with its privacy policy. By participating in the Promotion, participants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**Sponsor.** 3M Company, 223-5N-03 | St. Paul, MN 55144-1000.

Copyright

© 2023 \_\_\_\_\_. All rights reserved.