



## PARTICIPATION AND AWARD RECEIPT CONTRACT

**Promotion:** *Roll the Dice and Get a Discount with DATT EXPRESS*  
*Buy, participate, and win up to 6 MONTHS of discounts.*

### 1. PARTIES TO THE CONTRACT

**DATT EXPRESS CORP.**, hereinafter referred to as "*The Company*", with its legal address at 650 W. Grand Ave., Elmhurst, IL 60126, and \_\_\_\_\_, hereinafter referred to as "*The Participant*", with address at \_\_\_\_\_, enter into this contract in accordance with the laws of the United States of America.

By Participant printing their name and address, and rolling the dice for the purpose of entering this Promotion, Participant agrees to be bound by the terms of this Agreement.

### 2. PURPOSE OF THE CONTRACT

This contract establishes the terms of the Participant's involvement in the Promotion.

### 3. ELIGIBILITY

Individuals meeting the following requirements may participate:

1. The Promotion applies only to the first purchase made by the Participant at any DATT EXPRESS or DATT EXPRESS affiliate branch in the United States between September 12, 2025 and September 29, 2025 (the "Promotion Dates"). The same Participant may not enter the promotion again in the same branch or in any other branch.
2. Minimum age: 18 years old at the time of participation.
3. Valid official identification: Passport (U.S. or MX), Driver's License (U.S. or MX), State ID, or INE.
4. Acceptance of the contract: To enter into this Agreement, Participant must validly print their name and enter their address above.
5. Promotional consent: Participant hereby agrees to receive promotional communications from the Company and its affiliates via, call, text, mail, or electronic mail.

The Company reserves the right to reject or cancel any participation in cases of misrepresentation, falsification, fraud, non-compliance with requirements, or misconduct by Participant.

### 4. PARTICIPATION MECHANICS

- The Participant is entitled to **one attempt only**, at the time of their first purchase during the Promotion Dates.
- The Participant will roll the die **twice**:
  - **First roll:** Determines the discount amount (\$5 – \$30) ("Discount").
    - 1 = \$5, 2 = \$10, 3 = \$15, 4 = \$20, 5 = \$25, 6 = \$30.



o **Second roll:** Determines the duration of the discount (1 – 6 months) ("Duration").

- 1 = 1 month, 2 = 2 months, 3 = 3 months, 4 = 4 months, 5 = 5 months, 6 = 6 months.

- The result of the dice is **final, unique, and non-appealable**.

## 5. AWARDS

- Discounts between **\$5 – \$30** for a period of **1 – 6 months**.
- **Main prize:** Discount on list prices only for boxes sized 22x22x22 and 24x24x24 inches.
- **Additional prize:** 10 extra pounds on these boxes, subject to meeting the following social media requirements:
  1. Share the promotion on Facebook, Instagram, or TikTok.
  2. Tag DATT EXPRESS and two (2) friends.
  3. Follow the official page.
  4. Provide satisfactory proof of compliance with the above requirements to the Company.

### Prize Restrictions:

- Prizes and Discounts are not transferable, refundable, or redeemable for cash. Discounts apply exclusively to list prices and cannot be combined with other promotions, discounts, or coupons. The discount will be valid starting from the date Participant enters this Agreement.

## 6. VALIDITY

This Promotion is valid only during the Promotion Dates, at DATT EXPRESS stores in the United States.

## 7. LIABILITY AND RELEASE

In the absence of negligence, bad faith or willful misconduct, the Company, or any of its affiliates shall not be liable to Participant or to any other person, including any party claiming by, through or on behalf of the Participant, for any losses, liabilities, damages, costs or expenses arising out of this Agreement. The Participant assumes full responsibility for any tax obligations arising from being awarded this prize.

By participating in this promotion, you agree to release, indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to: (i) your participation in the promotion; (ii) any violation of these terms; (iii) any misrepresentation made by you; or (iv) any misuse of the promotional discount.

## 8. Intellectual Property

The Company grants Participants a limited, non-exclusive, revocable, non-transferable license to use the Company's trademarks, logos, and name (the "Marks") solely for the purpose of promoting the Company and this Promotion, and only in the manner expressly permitted by these terms. This license is granted for the duration of the Promotion and may be revoked by the Company at any time, with or without cause, upon notice to the Participant. No other rights, title, or interest in or to the Marks are



transferred or granted, and all goodwill arising from their use shall inure exclusively to the benefit of the Company.

## **9. APPLICABLE LAW AND DISPUTE RESOLUTION**

All disputes arising under this agreement shall be governed by and interpreted in accordance with the laws of Illinois, without regard to principles of conflict of laws. The parties to this agreement will submit all disputes arising under this agreement to arbitration in Chicago, Illinois before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law Illinois. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the party from obtaining an injunction.

## **10. THIRD PARTY BENEFICIARIES**

This Agreement is for the exclusive benefit of the parties and nothing in this Agreement confers on any other Person any right, benefit, or remedy. A Participant is not entitled to assign its rights and delegate any of its obligations under this Agreement, without the prior written consent of Company.

## **11. SEVERABILITY**

If a court or arbitrator having jurisdiction over a dispute between the parties, determines any provision of this Agreement is unenforceable under applicable law, the rest of this Agreement remains in effect to the extent permitted by applicable law. In addition, as to any provision determined to be unenforceable as written in this Agreement, the provision is not void, but rather it is reformed and enforced by the court or arbitrator to the extent permitted under applicable law to give effect to the original intent of the parties, as if originally executed in that form by the parties.

## **12. AMENDMENTS**

No amendment to this Agreement is valid unless in writing and signed by both parties.

## **13. TRANSLATION**

In the event of discrepancies between versions in different languages, the English version shall prevail.

## **14. ENTIRE AGREEMENT**

This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior agreements between the parties regarding the same subject matter.

## **15. ACCEPTANCE**

The Participant declares that they have read, understood, and fully accept this contract and its conditions, in a complete and irrevocable manner.



Official Identification (type and number) \_\_\_\_\_

Copy of ID attached

Discount amount: USD: 

\$5	\$10	\$15	\$20	\$25	\$30
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Validity of the promotion: Months: 

1	2	3	4	5	6
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Extra 10 lbs for sharing DATT Express's post on social media Yes ☐ No ☐

DATT Express Representative's Signature: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_