

APELA INC.
IPAD RAFFLE TERMS AND CONDITIONS

The following Terms and Conditions is a legal bound between an individual user and Apela Inc. defining the rules and acceptable behaviour of the current iPad campaign running for new customers signing up for Apela's Inc. wireless service.

1. **Parties**

Apela ("Apela" or "we" or "us" or "Sponsor") is pleased to organise the Raffle (the "Raffle" as more fully set forth herein) to you, subject to these terms and conditions (the "Terms and Conditions"). "You" and "your" refer, as applicable, to you and every person who uses the service provided to you.

2. **Start/End dates**

The Raffle starts on July 1st, 2021 and ends on Sep 30th, 2021. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Raffle.

3. **Sponsor**

The sponsor of the Raffle is Apela Inc., company registered at 3334 Rochester Rd #128, Troy, MI, 48083.

4. **Eligibility**

This raffle is open only to legal residents of United States and who are at least eighteen (18) years of age as of the date of entry who open a new account with Apela. Employees of the Sponsor, and their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies, including the administrator of this Raffle if any, and the immediate family members (spouses, parents, children and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. Void where prohibited.

Existing customers are not eligible.

Only the first 50 entrants are eligible for the Winner Selection.

5. **How to Enter**

During the Raffle period, you may enter the Raffle by signing up for Apela's wireless plans by:
1) Going to www.apelainc.com/wireless and successfully registering for one (or multiple) wireless lines and pay the deposit.

2) Calling Customer Service at 248.817.1621 and mentioning the Raffle banner, and successfully signing up for the wireless service and pay the deposit.

Upon completion of any of the requirements, you will receive one (1) entry into the Raffle. By entering the Raffle, entrants fully and unconditionally agree to be bound by these rules. Limit one (1) entry per person. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Delivery of prizes requires a street address (no P.O. Boxes). Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

6. **Winner Selection**

Winners will be selected by Sponsor or a third-party administrator at the end of the Raffle, in maximum 3 (three) business days after the end - in a random drawing from all eligible entries

received by the end date of the Raffle. Odds of winning depend on the number of eligible entries received for the drawing. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER AT SPONSOR 'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. Prize

The winner of the prize consists in the 2020 Apple iPad 8th Gen (10.2-inch, Wi-Fi, 32GB). The prize will be awarded to the the first random winner of the raffle, however in the event that the first winner cannot be contacted by the Sponsor within seven (7) business days after the Winner announcement, a second winner will be selected by the Sponsor therefore the prize for the initial winner will be forfeited. Prizes will be awarded only if the potential prize winner fully complies with these Terms and Conditions. All portions of the prize are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Raffle materials are for illustrative purposes only. All details and other restrictions of the prize not specified in these Terms and Conditions will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize of comparable value if any prize listed is unavailable, in whole or in part, for any reason. All federal, state and local taxes as well any shipping fees (if applicable) are the sole responsibility of the winners.

THE SPONSOR WILL HONOR THE PRIZE UPON COMPLETION OF 3 MONTHS OF ACTIVE WIRELESS SERVICE WITH APELA.

8. Notification

Winners will be notified via e-mail, phone or the appropriate social media channel (e.g., through Facebook, Instagram) from the official Sponsor account on or about the end date of the Raffle. If the winner cannot be contacted within seven (7) business days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Raffle rules and requirements, such prize will be forfeited, and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. Limit one prize per person or household.

9. Force Majeure Event

In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Raffle as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or manmade epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Raffle. If the Raffle is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Terms and Conditions will be awarded.

10. Additional Conditions

In cases of virus, bugs, non-authorized human intervention, fraud or other causes beyond its control, Sponsor will select the winner(s) from all eligible entries received 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 entry process or the operation of the Raffle or website. Sponsor may prohibit an entrant from participating in the Raffle or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Raffle by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. Participation in the Raffle and acceptance of prize constitutes each winner'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 winner regarding the Raffle or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. The invalidity or unenforceability of any provision of these rules shall 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 rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

11. Contact

For any questions or concerns, please contact our Customer Service by phone at 248.817.1621, by e-mail at customercare@apelainc.com or through Facebook at <https://www.facebook.com/apelainc>.

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