

**Hawthorne Jewelry Conditional Rebate Offer (*Snowfall*)**  
**OFFICIAL RULES / TERMS & CONDITIONS OF CONDITIONAL REBATE OFFER**

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**CONDITIONAL REBATE OFFER IS VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. THE FOLLOWING CONDITIONAL REBATE OFFER IS VALID ONLY TO QUALIFYING CUSTOMERS (AS DEFINED BELOW), AND SHALL ONLY BE AWARDED TO QUALIFYING CUSTOMERS IN THE EVENT OF THE CONDITIONAL REBATE ACTIVATION REQUIREMENTS BEING SUCCESSFULLY ACHIEVED PER REQUIREMENTS BELOW.**

**Qualification Period:** Customers may qualify for the conditional rebate offer (as defined in these Official Rules, the “**Conditional Rebate Offer**”) at Hawthorne Jewelry (the “**Sponsor**”) during normal business hours from 12/1/2022 – 12/24/2022 (the “**Qualification Period**”). The Conditional Rebate Offer is subject to all applicable federal, state and local laws and regulations and is void wherever prohibited or restricted by law.

**Who May Participate:** The Conditional Rebate Offer is open only to residents of the 50 United States and the District of Columbia, who are 18 years of age or older as of date of qualification. Employees of the Sponsor and Administrator (collectively, the “**Promotion Entities**”) and each of their immediate family members are not eligible.

**How to Participate – Qualifying Customers and Qualifying Purchases:** To become a “**Qualifying Customer**”, a customer must make a “**Qualifying Purchase**” during the Qualification Period and sign a Participation Form confirming their participation. A “**Qualifying Purchase**” is the non-cancellable, non-returnable, paid-in-full purchase of a Qualifying Product (layaway sales are **excluded**) from the Sponsor location(s) during the Qualification Period.

Participating location for this Conditional Rebate Offer is:

<b>Store Location</b>	<b>Address</b>
Hawthorne Jewelry	2104 Central Ave, Kearney, NE 68847

As used herein, “**Qualifying Product**” shall mean the purchase of any available product from Sponsor location(s), excluding sales tax. In the event of a dispute over categorization of Qualifying Product, the final decision is in the sole discretion of the Sponsor shall prevail.

Qualifying Customers must have made a binding (non-refundable, non-cancellable non-returnable) Qualifying Purchase, and completed and executed a binding purchase contract and completed all financial requirements. Layaway sales are excluded from this Conditional Rebate Offer and are NOT a Qualifying Purchase. Non-qualifying purchases do not qualify for, and will be excluded from this Conditional Rebate Offer. There are no cancellations or returns on eligible merchandise purchased during the Qualification Period.

**IMPORTANT – NOTE:** Each Qualifying Customer will automatically be qualified for this Conditional Rebate Offer, in which a Qualifying Customer will have the opportunity to receive, subject to all the terms and conditions contained in these Official Rules, a **Rebate check in an amount equal to the total sum of his/her full purchase price, excluding sales tax** (the “**Rebate Amount**”), based upon the Conditional Rebate Offer Activation Requirements being achieved (per requirements below). In the event the Conditional Rebate Offer Activation requirements are not achieved, Qualifying Customers shall NOT receive the Rebate Amount or any other award, refund, rebate or compensation. Recipients of a conditional rebate check, if any, are solely responsible for making their own payments to suppliers of credit, if any. Decisions of the Administrator are final and binding regarding Qualifying Customers, eligible purchase amounts, Conditional Rebate Offer activation requirements, and in all matters relating to this Conditional Rebate Award Offer.

### **Conditional Rebate Offer – Activation Requirements**

In order for the conditional rebate offer to be activated and the refund amount to be awarded to qualified customers, the **official designated weather measurement station located at Hastings Municipal Airport in Hastings, NE** must record a minimum of 3.0 inches or more of newly fallen snow on the designated snowfall measurement date between the required time period as follows:

- a. Required Snowfall Amount: 3.0 or more inches (newly fallen snow)
- b. Weather Measurement Station: Hastings Municipal Airport – Hastings, NE  
(National Weather Measurement Station)
- c. Measurement Reporting: Results for Weather Measurement Station as posted on [www.weather.gov](http://www.weather.gov)
- d. Measurement Date: January 1, 2023
- e. Measurement Time Period: 12:00:00am CT – 11:59:59pm CT (24 hours)

The minimum amount of required newly fallen snow must occur on the designated measurement date as listed above. The official snowfall measurement amount will be as recorded at the Weather Measurement Station, and as reported on [www.weather.gov](http://www.weather.gov).

Only the official snowfall measurement amount recorded and reported at the designated Weather Measurement Station and reported on [www.weather.gov](http://www.weather.gov) shall determine the official snowfall measurement amount for this offer, regardless of the actual snowfall measurement amount at any Sponsor location or any Qualifying Customer's residence or address.

For the purpose of this conditional rebate offer, the actual snowfall measurement amount recorded and reported at the designated Weather Measurement Station will not be rounded up, and only the actual result will be considered. For example, if the actual snowfall measurement amount reported at the designated Weather Measurement Station is 2.97 inches, then the final result will be determined as 2.97 inches (i.e. the actual result would not be rounded up from 2.97 inches to 3.0 inches. *(The tenth of a decimal point will not be considered in determining the results.)*)

In the event for reasons beyond the Sponsor's control the official snowfall measurement report on [www.weather.gov](http://www.weather.gov) for the designated Weather Measurement Station is unavailable and/or unattainable (see Contest Execution – Rebate Offer Activation Requirements, 2a-e), the following alternate weather service will be used to determine the official snowfall measurement for this offer:

- Athenium Analytics LLC, 1 Washington Street, Suite 539, Dover, NH 03820

The alternate weather service will only be used in the event the official snowfall measurement report on [www.weather.gov](http://www.weather.gov) for the official Weather Measurement Station is unavailable and/or unattainable for reasons beyond the Sponsor's control. If the designated Weather Measurement Station does record or post an official snowfall measurement reading per the guidelines set forth above, this will be the only official snowfall measurement report considered for this offer, and the alternate weather service will not be considered for this offer.

**Rebate Award & Delivery:** In the event that the Conditional Rebate Offer Activation requirements are met per these Official Rules and terms and conditions of the offer, each qualified customer will automatically be awarded their corresponding Rebate Amount (excluding sales tax) within approximately 8 – 12 weeks after confirmation of the official snowfall measurement and verification and approval that the conditions of these official rules/terms and conditions have been met.

Rebate award recipient(s), if any, must accept delivery of refund from Sponsor, or as otherwise instructed by Sponsor. All other costs related to refund delivery and acceptance are the sole responsibility of each recipient including but not limited to any and all applicable taxes (including local, state and federal income taxes). Conditional rebate award offer is non-transferable. Rebate award recipients may be required to complete and return any necessary documents upon receipt of refund award payment, including a liability/publicity release and/or a W-9 form.

**IMPORTANT: In the event the Conditional Rebate Offer Activation Requirements are not met, then this Conditional Rebate Offer is void, and there will be no rebate, refund or compensation of any kind to any Qualifying Customer.**

**Additional Rules and Restrictions:** By participating in this Conditional Rebate Offer, Qualifying Customers agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this offer. In the event a Qualifying Customer is awarded a Refund, and is later found to be in violation of these rules he/she will be required to forfeit the refund or to reimburse Sponsor for the stated value. Participation constitutes permission for the Sponsor, Administrator and its agencies to use winners' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any Refund.

Sponsor reserves the right to terminate Conditional Rebate Offer immediately upon reaching the secured sales limit for this program or if any problem corrupts the administration, security or proper operation of the Promotion. Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the program or in the announcement of the rebate winners. By accepting a rebate, Qualifying Customers agree to indemnify and hold harmless the Promotion Entities (collectively "**Releasees**"), from any and all claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this program, or the acceptance, possession or use/misuse of any rebate, or participation in rebate-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releasees shall not be liable to any Qualifying Customer or any other person for failure to supply the rebate offer or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control. No more than the advertised amount of rebates will be awarded for any reason.

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Offer, or any refunds awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this offer, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Offer, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**Winners List:** For a copy of these Conditional Rebate Offer Official Rules/Terms & Conditions or a list of rebate recipients, if any, send a self-addressed, stamped envelope to: Hawthorne Jewelry Conditional Rebate Offer, c/o Million Dollar Media, PO Box 278, Woodbridge, NJ 07095. Please specify which you are requesting. Requests must be received by 3/1/2023.

**Sponsor:** This Conditional Rebate Offer is sponsored by Hawthorne Jewelry, 2104 Central Ave, Kearney, NE 68847.

**Administrator:** This Conditional Rebate Offer is being administered by Million Dollar Media, PO Box 278, Woodbridge, New Jersey 07095.