

APPLE WATCH GIVEAWAY

OFFICIAL CONTEST RULES



Contest Eligibility

Marcum LLP contests are open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Marcum LLP contests are void in Canada, Puerto Rico, and where prohibited by law. Partners, principals, and employees, officers, and directors of Marcum LLP, their respective affiliates and related companies, as well as the immediate family (defined as parents, spouse, children, siblings, and grandparents), and same household members of such partner, principal and employee, officer, and director, are not eligible to enter. All applicable federal state, and local laws and regulations apply.

Contest Entry

The specific contest entry requirements will vary with each contest. All entries must be made in conformance with the relevant contest's requirements. Non-conforming entries will be rejected and ineligible for contest prizes. Any entrant using fraudulent means to participate and/or win the contest will be disqualified. Any attempt by an entrant to undermine the legitimate operation of the context may be a violation of criminal and civil laws. Marcum LLP reserves the right, in its sole discretion, to cancel, modify, terminate, or suspend all or any portion of a contest for any reason and without prior notice. In such case, Marcum LLP may, as appropriate under the circumstances, select a contest winner via reasonable means consistent with the specific contest.

Winner Selection and Notification

The odds of winning vary from contest to contest. The winning entry or entries for a contest will be selected in compliance with the terms of the specific contest. Marcum will contact contest winners by email to confirm a winning entry.

The potential contest winner will forfeit the prize if he/she: (1) does not respond to the initial notification email or return any required information within 10 business days from the date notification is sent, (2) cannot be contacted at his/her listed email address, (3) rejects the prize or the prize is returned as undeliverable, or (4) is disqualified for any reason. In the event of prize forfeiture, an alternate winner will be selected.

Winners are solely responsible for all federal, state, and local taxes and all unspecified expenses or fees associated with prize acceptance, receipt, and use. Prizes may not be substituted or transferred by any contest winner and a winner may not receive cash redemption equal to the value of the prize in lieu of the prize. Marcum LLP reserves the right, in its discretion, to substitute alternate prizes of equal or comparable value. Prizes are offered "as is" with no written, express, implied or any other warranty, including but not limited to, quality, condition, merchantability, non-infringement, or fitness for a particular purpose. Marcum LLP is not responsible for replacing prizes as a result of damage prior to, during, or after shipping or events beyond Marcum LLP's control. Winners must solely look to the manufacturer or service provider for any potential warranties or guarantees.

Except where prohibited by law, entrants agree: (1) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, a contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York County, New York; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event will attorneys' fees be awarded; (3) no indirect, punitive, incidental, special, consequential, exemplary or other damages, including without limitation lost profits or loss of data, may be awarded (collectively, "Special Damages"); and (4) entrants hereby waive all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York law governs all of Marcum LLP's contests and all aspects related thereto, including the construction, validity, interpretation, and enforceability of these Official Rules. By entering a contest, entrants agree to submit to the personal and exclusive jurisdiction of the courts located in New York County, New York.

Disputes, Choice of Law, and Venue

By entering a contest and, if applicable, receipt of any prize, each entrant and, as applicable, winner agrees to release and hold harmless Marcum LLP, its affiliates and related companies and its and their respective partners, principals, officers, directors, employees, agents and representatives from and against any claim or cause of action arising out of participation in a contest or any contest-related activity, or from the receipt or use or misuse of any prize, including claims or causes of action related to alleged damage to an entrant's computer or electronic systems from downloading or using any material from Marcum LLP's website, regardless of whether the material is connected to Marcum LLP's website by a hyperlink text.

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