

# TERMS AND CONDITIONS

## 1. ELIGIBILITY

This giveaway (“Promotion”) is open only to legal residents of the United States (excluding New York) who are at least eighteen (18) years old at the time of entry. Employees of Tools for Humanity (“TFH”), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate. The Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

## 2. AGREEMENT TO RULES

By participating, the Contestant (“You”) agree to be fully bound by these Terms and Conditions, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of TFH as final and binding as it relates to the content of this Promotion.

## 3. PROMOTION PERIOD

Entries will be accepted starting on April 25, 2025 at 12:01AM EST, and ending the earlier of: (i) June 30, 2025 11:59PM EST; or (ii) the depletion of prize inventory (*i.e.*, while supplies last). TFH reserves the right to end the Promotion at any time once prize supplies are depleted.

## 4. HOW TO ENTER

The Promotion must be entered by voluntarily completing and submitting the contact form available on the microsite at [worldshardestcaptcha.com](https://worldshardestcaptcha.com) once you’ve completed the game successfully. Participation is entirely voluntary, and by submitting the contact form, You are choosing to participate in the Promotion. The entry must fulfill all Promotion requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of TFH. Only one entry per contestant will be counted. You must provide the information requested on the contact form. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of TFH.

## 5. PRIZES

The Winner(s) of the Promotion (the “Winner”) will receive a promotional hat, worth approximately \$35. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely

determined by TFH. No cash or other prize substitution shall be permitted except at TFH's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winners. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for TFH to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

## 6. ODDS

The odds of winning depend on the number of eligible entries received.

## 7.WINNER SELECTION AND NOTIFICATION

The first one hundred (100) participants to successfully complete and submit a contact form as described above will be eligible to receive a prize. Winner(s) will be selected in the order in which forms are received. Winner(s) will be notified by email within thirty (30) days following selection. TFH shall have no liability for any Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for Winner's provision of incorrect or otherwise non functioning contact information. If Winner cannot be contacted, is ineligible or fails to claim the prize, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Promotion is conditioned upon compliance with any and all federal, state, and local laws and regulations.

## 8.RIGHTS GRANTED BY YOU

By entering this Promotion, You understand and agree that TFH, anyone acting on behalf of TFH, and TFH's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Promotion, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

## 9.TERMINATION

TFH reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion should virus, bug, non-authorized human intervention, fraud, or other cause beyond TFH's control corrupt or affect the administration, security, fairness, or proper conduct of the Promotion. In such case, TFH may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by TFH. TFH reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Promotion or website or

violates these Terms & Conditions. TFH has the right, in its sole discretion, to maintain the integrity of the Promotion, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Promotion rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws. Should such an attempt be made, TFH reserves the right to seek damages to the fullest extent permitted by law.

## 10. LIMITATION OF LIABILITY

By entering, You agree to release and hold harmless TFH and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

## 11. DISPUTES

THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in San Francisco having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Promotion). Participant further waives all rights to have damages multiplied or increased.

## 12.PRIVACY POLICY

Information submitted with an entry is subject to the [Privacy Notice](#) stated on the TFH website.

## 13.SPONSOR

The Sponsor of the Promotion is Tools for Humanity, 650 7th St, San Francisco, CA 94103.