## PBT Daily Dose of Shine Giveaway OFFICIAL RULES

## NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

## A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. SPONSOR: Palm Beach Tan, Inc., 633 E. State Hwy 121, Suite 500, Coppell, TX 75019 ("Sponsor" and/or "PBT").
- 2. ADMINISTRATOR: Archer, Inc, 65 Union Ave., Ste. 500, Memphis, TN 38103.
- 3. **ELIGIBILITY:** The PBT Daily Dose of Shine Giveaway (referred herein as "Giveaway") is: 1) open to legal residents of the United States (void in New York), 2) age 18 or older at time of entry, and 3) who physically reside within 50 miles of a participating Palm Beach Tan store. Employees of the PBT, Archer Inc, their respective parent company, affiliates, subsidiaries, advertising and promotion agencies involved in this Giveaway (collectively "Giveaway ities"), and their immediate families (spouses, parents, children, siblings, grandparents, stepparents, stepparents and stepsiblings and their respective spouses, regardless of where they reside) and persons living in the same household of such employee (whether or not related) are not eligible to enter or win a prize. Giveaway is subject to all applicable federal, state and local laws. Void in New York and where prohibited.
- 4. **ENTRY PERIOD:** All Palm Beach Tan stores/salons will be participating in this Giveaway. The Giveaway will be open during business hours at each participating Palm Beach Tan store/salon, beginning on July 21, 2025, and ending on August 16, 2025 (the "Giveaway Period"). There are twenty-four (24) Daily Prize random drawings and four (4) Grand Prize random drawings in this Giveaway. See the chart below for details. **All random drawings will be conducted within two (2) business days of the applicable end date.**

All Entries received during business hours of PBT stores/salons on:	Number of Daily Prize awarded for a given day (daily prize drawing will be conducted within 2 business days after the applicable end date)
7/21/2025	1
7/22/2025	1
7/23/2025	1
7/24/2025	1
7/25/2025	No daily prize
7/26/2025	1
7/27/2025	1
7/28/2025	1
7/29/2025	1
7/30/2025	1
7/31/2025	1
8/1/2025	No daily prize
8/2/2025	1
8/3/2025	1
8/4/2025	1
8/5/2025	1
8/6/2025	1
8/7/2025	1
8/8/2025	No daily prize
8/9/2025	1
8/10/2025	1
8/11/2025	1
8/12/2025	1
8/13/2025	1
8/14/2025	1
8/15/2025	1
8/16/2025	1

Entry period for Grand Prize random drawing (conducted within 2 business days after the applicable end date):	Number of Grand Prize awarded
Daily entries received from 7/21/2025 through 7/24/2025 are eligible for Grand Prize random drawing #1	1
Daily entries received from 7/25/2025 through 7/31/2025 are eligible for Grand Prize random drawing #2	1
Daily entries received from 8/1/2025 through 8/7/2025 are eligible for Grand Prize random drawing #3	1
Daily entries received from 8/8/2025 through 8/14/2025 are eligible for Grand Prize random drawing #4	1

- 5. **HOW TO ENTER:** During the Giveaway Period, visit a participating Palm Beach Tan store (go online at <a href="https://palmbeachtan.com/locations">https://palmbeachtan.com/locations</a> to find a location near you) and enter the Giveaway by following any of the steps below:
- a) purchase any product or service available (or members complete a service) at your PBT store/salon (be sure to provide your contact information to the salon associate/cashier so your entry is submitted automatically in this Giveaway); or
- b) ask a salon associate to complete an entry form for you, no purchase or membership is required

Regardless of how many of the above steps you follow or complete, there is a limit of one (1) daily entry per person per day. Total number of entries an entrant can earn in this Giveaway is up to 27 daily entries. All eligible daily entries received on a given day will not roll over into subsequent daily entry periods but will be eligible for the Grand Prize random drawing associated with the date they were received, except for entries received on the last two days of Giveaway (i.e., on 8/15/25 and 8/16/25) which will be eligible for the Daily Prize drawings only (as shown on chart above).

Incomplete entry will not qualify in the Giveaway. Use of any automated system to enter is prohibited and will result in disqualification. If the Sponsor suspects that an entrant attempted to obtain additional entries by using multiple accounts/identities or any other method, all entries submitted by the entrant will be declared null and void, and the entrant may be disqualified from participation in the Giveaway at the Sponsor's sole discretion. In the event of a dispute as to the ownership of any entry, the authorized account holder of the email address submitted at time of entry will be deemed to be the entrant. "Authorized Account Holder" means the natural person who is assigned to an email address by an online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be required to show proof of being the authorized account holder. Normal Internet access and data usage charges imposed by your online and cell phone service provider may apply. Sponsor will not confirm receipt of any entry. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by PBT staff, or technical errors, or by any of the equipment or programming associated with the Giveaway. By participating, you agree to abide by and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects and not subject to appeal.

6. **PRIZES:** 24 Daily Prizes and 4 Grand Prizes will be awarded. Odds of winning a prize depend upon the total eligible entries received for a given random drawing. Total Approximate Retail Value ("ARV") of all prizes: up to \$10,286.80. Limit: one (1) prize per person/household.

Each Daily Prize winner will receive a \$150 Virtual Visa® Prepaid Card and one month PBT membership (Diamond or Wellness program, depending on program availability at the PBT store near the winner, at Sponsor's sole discretion). ARV of a Daily Prize: up to \$261.95. Membership consisting of sunbed and sunless tanning only. Additives for spray tanning are not included. Winner must agree to PBT membership terms and conditions. If a winner has an existing Diamond or Wellness membership, the membership will be extended one month from her/his current membership end date. Any portion of the prize not used by winner after the membership expiration date will be forfeited. Sponsor reserves the rights to terminate winner's membership if winner is acting in an unsportsmanlike or disruptive manner or harassing other PBT customers.

Each Grand Prize winner will receive a \$1,000 Virtual Visa® Prepaid Card. Grand Prize ARV: \$1,000.

Usage of Virtual Prepaid Card is subject to the merchant's terms and conditions. Lost or stolen Virtual Prepaid Card will not be replaced. Virtual Prepaid Card is issued by Pathward®, N.A., Member FDIC, pursuant to a license from Visa U.S.A. Inc. No cash access or recurring payments. Can be used everywhere Visa debit cards are accepted online, or phone/mail orders. Valid for up to 6 months; unused funds will be forfeited after the valid through date.

Prize is awarded as-is, non-exchangeable and non-refundable. No cash redemption is permitted. Sponsor reserves the right to substitute prize (or portion thereof) with a similar prize of comparable or greater value. If no substitute prize or portion of prize is reasonably available then the remaining components, if any, of the prize shall constitute full satisfaction of Sponsor's prize obligation to winner, and no other or additional compensation will be awarded. Prize images depicted in advertising and promotional materials may vary from the actual prize as any depiction of prize is for illustrative purposes only. Reference to Virtual Visa® Prepaid Card is for prize identification purposes only and not intended to suggest endorsement or sponsorship with Sponsor, or the Giveaway.

- 7. WINNER SELECTION AND NOTIFICATION: Random drawing will be conducted by the Administrator. All potential winners will be notified via email and required to submit an Eligibility/Publicity/Liability Release ("Release") within 3 days of the initial notification. At the sole discretion of the Sponsor or Administrator, disqualification, forfeiture and the selection of an alternate potential winner may result from any of the following: [a] potential winner's failure to submit the completed Release within 3 days of notification; [b] email to the potential winner is returned undeliverable; [c] a potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency, if required; [d] a potential winner's failure to provide Sponsor with satisfactory proof that he/she is the authorized account holder of the account associated with the winning entry, if required; [e] a potential winner's failure to provide any required additional information upon Sponsor's request; and/or [f] any other non-compliance with these Official Rules. Winners are responsible for all federal, state, local and income taxes. As a condition of receiving a Grand Prize, winner is required to furnish their Social Security number to the Administrator, or its judging agency (Ventura Associates International LLC) and an IRS Form 1099 will be filed in the name of winner for the ARV of the prize awarded. Acceptance of a prize (if determined a winner) constitute permission for Sponsor to use each winner's name, winner's comment/reply, prize won, hometown, photographs/videos and likeness for online posting and promotional purposes without further compensation, permission or notification, except where prohibited by law.
- 8. **LIMITATIONS:** The Giveaway Entities do not warrant that access to the Giveaway will be uninterrupted. Giveaway Entities, or any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are not responsible for: (a) entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Official Rules; (b) malfunction, lost, interrupted, or unavailable networks, servers, satellites, websites, or other connection, availability, or accessibility problems arising in connection with or over the course of the Giveaway; (c) failure of devices and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical, staff inability to implement the Giveaway, or other errors in connection with the administration of the Giveaway, the processing of entries, or the offering or announcement of the prize (defined in Section 6) or in any prize notification documents; (d) any other errors of any kind relating to or in connection with the Giveaway, whether human, mechanical, clerical, electronic, or technical in nature; (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Giveaway; or downloading any information necessary to participate in this Giveaway; even if caused by the negligence of any of the Releasees.

Sponsor reserves the right to cancel, modify, or suspend the Giveaway at any time without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of Giveaway cancellation, Sponsor reserves the right to select winners in a random drawing from among all eligible, non-suspect entries received prior to the time of such cancellation, in a manner determined by Sponsor to be fair, appropriate, and consistent with these Official Rules. If fraud or any other causes that corrupt the administration, security, integrity, or proper play of the Giveaway, the Sponsor reserves the right to terminate the Giveaway without any prize award.

- 9. **RELEASES:** By participating in this Giveaway, you agree: (a) to adhere to the social media platforms Terms of Use; (b) to release, indemnify, and hold harmless the Releasees from any and all liability, loss, or damage incurred with respect to participating in the Giveaway or the awarding, receipt, possession, and/or use or misuse of prize; (c) that under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses; (d) all causes of action arising out of or connected with this Giveaway or the awarded prize shall be resolved individually, without resort to any form of class action; (e) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will entrants be entitled to receive attorneys' fees or court costs.
- 10. **GENERAL:** The Giveaway Entities' failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. In the event of any conflict with any Giveaway details contained in these Official Rules and Giveaway details contained in Giveaway-related materials, these Official Rules shall prevail. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official 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. **ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL, TO THE FULLEST EXTENT PERMITTED BY LAW.**
- 11. **PRIVACY POLICY:** Personal information provided by you in connection with this Giveaway is subject to Sponsor's privacy policy located at https://palmbeachtan.com/privacy-policy/ and these Official Rules. By entering this Giveaway, you agree that your personal information supplied to Sponsor may be used by Sponsor for internal marketing purposes, and your contact information will be provided to its Administrator and judging organization for the purposes of prize winner selection, clearance and fulfillment. If you are selected as a winner, your information may also be included in a publicly available winner's list.
- 12. **WINNER'S LIST:** For winner's list, send a self-addressed, stamped envelope by 8/30/25 to: PBT Daily Dose of Shine Giveaway Winners, Ref: HC, Archer Inc, 65 Union Ave., Ste. 500, Memphis, TN 38103.