PBT Reasons To Tan All Summer Long Sweepstakes
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

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

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, FACEBOOK OR TWITTER.

1. **SPONSOR:** Palm Beach Tan, Inc., 633 E. State Hwy 121, Suite 500, Coppell, TX 75019 ("Sponsor" and/or "PBT").

2. **ADMINISTRATOR:** Archer Malmo, Inc, 65 Union Ave., Ste. 500, Memphis, TN 38103.

3. **ELIGIBILITY:** The PBT Reasons To Tan All Summer Long Sweepstakes (referred herein "Sweepstakes") is open to legal residents of the 50 United States and the District of Columbia, age 18 or older at time of entry. Employees of the Sponsor, Archer Malmo, Inc, their respective parent company, affiliates, subsidiaries, advertising and promotion agencies involved in this Sweepstakes (collectively "Sweepstakes Entities"), and their immediate families (spouses, parents, children, siblings, grandparents, stepparents, stepchildren 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. Sweepstakes is subject to all applicable federal, state and local laws. Void where prohibited.

4. **SWEEPSTAKES ENTRY PERIOD:** Sweepstakes begins at 8:00am Central Time (CT) and ends at 11:59pm CT on June 25, 2021 (Entry Period).

5. **HOW TO ENTER:** During the Entry Period on June 25, 2021, the Sponsor will publish a post on its Instagram, Facebook and Twitter brand pages inviting you to enter for a chance to win a Diamond membership for a full year. Follow the instructions below to submit your entry:

Instagram:
1) Follow Instagram.com/PBTofficial
2) Comment on the Post and tell us why you like tanning with PBT during the summer months.

Facebook:
1) You are encouraged to follow Facebook.com/pbtofficial (following this page is optional and not a requirement)
2) Comment on the Post and tell us why you like tanning with PBT during the summer months.

Twitter:
1) Follow Twitter.com/palmbeachtan
2) Tweet or Reply on the Post and tell us why you like tanning with PBT during the summer months.

Your comment or tweet/reply will not be judged and posting additional comment/reply does not increase your chance of winning a prize. You will earn one entry per social media platform regardless of how many comments/replies you posted on each of its social media brand page. Sponsor reserves the right to disqualify or reject any incomplete, inaccurate or entry that does not comply with the guidelines listed below and these Official Rules.

Entry guidelines:
- Do not include content in violation of third-party rights including, but not limited to, copyrights, trademark, right of publicity or any other proprietary rights unless you have their permission prior to posting;
- Do not include content that is libelous, defamatory, adult-oriented or sexually-explicit, offensive language, portraying or advocating violence, discrimination, illegal activities, racism or hatred;
- Do not include content that denigrates disparages or reflects negatively on the Sponsor, its products or its employees, or on any other person, company, product or service.

If an entry includes any of the prohibited elements listed above, the entry will be disqualified, along with the entrant who submitted it. The above list is not intended to be exhaustive; the Sponsor reserves the right to

disqualify any entry for any reason, in its sole and absolute discretion, including if it finds an entrant acting in an unsportsmanlike or disruptive manner or harassing other entrant(s).

You must have a device that supports the Instagram, Facebook or Twitter application. If you do not have an Instagram, Facebook or Twitter account, sign up for a free account at Instagram.com, Facebook.com or Twitter.com, follow the instructions and agree to its terms of use. If your account is set to "private mode", your submissions may not be received by Sponsor, resulting in your failure to enter the Sweepstakes or failure to receive notification from Sponsor. Normal Internet access and data usage charges imposed by your online and cell phone service provider may apply.

Use of any automated system to participate 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 Sweepstakes 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 used to create the Instagram, Facebook or Twitter account to enter the Sweepstakes will be deemed to be the entrant. A potential winner may be required to show proof of being the authorized account holder.

Sponsor reserves the right to use any comment/reply submitted in this Sweepstakes on its highlight or any social media or on any other website controlled by Sponsor. The inclusion of an entry in the Sponsor's social media feeds or website(s) does not indicate that the entrant who submitted it is a winner. By submitting an entry, you hereby agree to grant the rights to the Sponsor, its affiliates and agents, and forever release and hold the Sponsor, their respective affiliates and subsidiaries, promotion agencies involved in this Sweepstakes and their officers, directors and employees of each of the foregoing, harmless from and against any liability of any kind arising from or in connection with any use of the entry.

Sponsor will not confirm receipt of any entry. Sponsor is not responsible for any misdirected or inaccurate transmissions of or failure to receive entry information or corrupted entries received through Instagram, Facebook and Twitter. 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:** Four prizes will be awarded. Each winner will receive a Diamond membership for 12 consecutive months. Diamond membership consisting of sunbed and sunless tanning only. Additives for spray tanning are not included. Each winner must agree to PBT membership terms and conditions. If winner has an existing Diamond membership, the membership will be extended 12 months from her/his current membership end date. Approximate Retail Value ("ARV") of each Diamond membership prize: up to $1,248.00. Total ARV of all prizes: up to $4,992.00.

Prizes are awarded as is. No substitution or cash redemption permitted. Prizes are non-transferable and non-refundable. If a prize or portion of prize is not available, the Sponsor reserves the right to substitute such prize with another prize of comparable value. 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 Diamond membership if winner is acting in an unsportsmanlike or disruptive manner or harassing other PBT customers. Prize images depicted in advertising and promotional materials are for illustrative purposes only.

7. **ODDS OF WINNING AND WINNER SELECTION:** Odds of winning a prize depend on the total number of eligible entries received per social media platform. Potential winners will be selected at random on or about June 28, 2021, and potential winners will be notified on the same day. Limit one prize per person.

Two winners will be selected at random from all eligible entries received from Instagram.
One winner will be selected at random from all eligible entries received from Facebook.
One winner will be selected at random from all eligible entries received from Twitter.

8. **HOW TO CLAIM PRIZE:** Each potential winner is subject to verification and entrant's full compliance with these Official Rules before a prize can be awarded. After each random drawing is conducted, the Administrator will notify the potential winner via Instagram, Facebook or Twitter, where the winning entry originated. To claim the prize, potential winner will be required to provide your contact information to the

Administrator within 24 hours of notification. The potential winner will be required to complete and return an Affidavit of Eligibility/Publicity Release ("Affidavit") within three business days. 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 respond to notification via Instagram, Facebook or Twitter within twenty-four (24) hours after its transmission; **[b]** the failure of notification due to deactivation of the potential winner's account prior to receipt of notification; **[c]** potential winner's account is set to block notification from the Administrator or Sponsor; **[d]** potential winner's failure to return the completed Affidavit within three business days after transmission; **[e]** email to the potential winner is returned undeliverable; **[f]** a potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency, if required; **[g]** 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; **[h]** a potential winner's failure to provide any required additional information upon Sponsor's request; and/or **[i]** 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 prize, each winner is required to furnish her/his Social Security number to the Administrator and an IRS Form 1099 will be filed in the name of winner for the ARV of the prize for the year in which the prize was won.

Sponsor and Administrator are not responsible for the Instagram, Facebook or Twitter function that may interfere with the potential winner notification. Any unclaimed prize will not be 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.

9. **LIMITATIONS:** The Sweepstakes Entities do not warrant that access to the Sweepstakes will be uninterrupted. Neither Instagram, Facebook, Twitter, the Sweepstakes Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are 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) 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 Sweepstakes; (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other errors in connection with the administration of the Sweepstakes, the processing of entries, or the offering or announcement of the prizes (defined in Section 6) or in any prize notification documents; (d) any other errors of any kind relating to or in connection with the Sweepstakes, 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 Sweepstakes; (f) any changes to any Instagram, Facebook or Twitter function that may interfere with the Sweepstakes or your ability to timely enter; or (g) damage to a user's system occasioned by participation in this Sweepstakes or downloading any information necessary to participate in this Sweepstakes; even if caused by the negligence of any of the Releasees.

Sponsor reserves the right to cancel, modify, or suspend the Sweepstakes 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 Sweepstakes cancellation, Sponsor reserves the right to select the 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 Sweepstakes, the Sponsor reserves the right to terminate the Sweepstakes without any prize award.

10. **RELEASES:** By participating in this Sweepstakes, you agree: (a) to release, indemnify, and hold harmless the Releasees from any and all liability, loss, or damage incurred with respect to participating in the Sweepstakes or the awarding, receipt, possession, and/or use or misuse of prize; (b) 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; (c) all causes of action arising out of or connected with this Sweepstakes or the

awarded prize shall be resolved individually, without resort to any form of class action; (d) 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.

11. **GENERAL:** The Sweepstakes 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 Sweepstakes details contained in these Official Rules and Sweepstakes details contained in Sweepstakes-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 SWEEPSTAKES 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.**

12. **PRIVACY POLICY:** Personal information provided by you in connection with this Sweepstakes is subject to Sponsor's privacy policy located at https://palmbeachtan.com/privacy-policy/. If you are selected as a winner, your information may also be included in a publicly available winners list.

13. **WINNERS LIST:** For winner's list, send a self-addressed, stamped envelope by July 15, 2021 to: PBT Reasons To Tan All Summer Long Sweepstakes Winners, Archer Malmo, Inc, 65 Union Ave., Ste. 500, Memphis, TN 38103.