

OFFICIAL RULES

PALM BEACH TAN FRESH FEST GIVEAWAY

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING. MANY WILL ENTER, FEW WILL WIN.

- 1. Eligibility:** The Palm Beach Tan Fresh Fest Giveaway ("Giveaway") is only open to entrants who, at the time of entry, are: (a) natural persons who are legal residents of one of the 50 United States or the District of Columbia, and (b) 18 years of age or older. Entrants must not be an employee or director, or IRS dependent, immediate family member or individual residing in the same household of, an employee or director, of Palm Beach Tan, Inc. ("PBT"), its parent, and any subsidiaries, related and affiliated companies of each, Archer Malmo, Inc. or their respective parent, subsidiary and affiliated companies, advertising, promotion, or production agencies, webmasters, web suppliers and any prize provider. Void where prohibited by law and subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these official rules ("Official Rules") and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Giveaway. Winning is contingent upon fulfilling all requirements set forth herein.
- 2. Sponsor:** Palm Beach Tan, Inc., 633 TX-121 #500, Coppell, TX 75019, USA.
- 3. Administrator:** Archer Malmo, Inc, 65 Union Ave., Ste. 500, Memphis, TN 38103, USA.
- 4. Timing:** Giveaway begins at 12:00:01 A.M. Central Time ("CT") on March 15, 2018 and ends at 11:59:59 P.M. CT on March 25, 2018 ("Giveaway Period"). Sponsor's computer is the Giveaway's official clock.
- 5. How to Enter:** You must register for the Giveaway through palmbeachtan.com/info/sweepstakes. Standard internet access and usage charges imposed by your online service provider will apply.

Additional Giveaway Entries: After entering the Giveaway as described above, you may submit additional entries into the Giveaway drawing once per calendar day throughout the Giveaway Period.

- 6. General Conditions on Entry:** Once submitted, all entries become the exclusive property of Sponsor and will not be acknowledged or returned, nor will any correspondence be exchanged with any entrant.

Limit: Each entrant may receive up to 10 Giveaway entries in total during the Giveaway Period (one per day). Limit 1 prize per entrant. Multiple entrants are not permitted to share the same e-mail address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different e-mail addresses, identities, registrations, logins, or any other methods will void entrant's entries and that entrant will be disqualified. Any use of any micro, robotic, automatic, programmed, or like entry methods will void all such entries affected by such methods and entrants using such methods will be disqualified. AN ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE(S) OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND IF SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

7. **Winner Selection:** Administrator is an independent judging organization whose decisions regarding the administration and operation of the Giveaway and the selection of the potential winner is final and binding in all matters related to the Giveaway. Administrator will randomly select the potential Giveaway winner from among all eligible entries during the Giveaway Period (3/15/2018 - 3/25/2018). Winner will be announced at the end of the Giveaway Period. The potential winner will be contacted via e-mail no later than 4/1/2018. If the potential winner cannot be contacted, fails to execute and return all documentation within the required time, is found to be ineligible or is non-compliant with the Official Rules for any reason, then the potential winner forfeits such prize and Administrator may select another potential prize winner, as time permits. In the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. In such cases where a prize is not accepted or where a prize is forfeited, there will, as necessary, be 3 alternate drawings, after which the prize, if not accepted by an eligible winner, will not be awarded. For U.S. residents, the prizes, will be fulfilled approximately 1 week following winner verification.
8. **Prizes and Approximate Retail Value ("ARV"):** 1 prize winner will receive two (2) free spray tans (one for the winner & one for a friend), one (1) \$2,000 travel voucher, two (2) tickets to Coachella, a free one-year (1 year) Diamond membership and a free one-year (1 year) Unlimited Membership to Rent the Runway. The ARV of prize is \$6,580.

Total ARV of all Giveaway prizes: USD \$6,580 Prize is non-refundable and non-transferable. Substitutions will not be allowed.

Additional Terms and Conditions: Prizes may not be declined once awarded to and accepted by winner. Prizes may not be bartered, transferred, sold, or redeemed for cash value in whole or in part. Sponsor, in its sole discretion, reserves the right to substitute a

listed prize for one of equal or greater value if the designated prize should become unavailable for any reason or unreasonably difficult to fulfill.

9. **Limitations on Liability:** By entering, entrants agree that Sponsor, Administrator, prize providers and their respective parents, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (collectively "Released Parties") will have no liability whatsoever, and shall be released and held harmless by entrants, for any injuries, claims, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Giveaway or participation in any Giveaway-related activity, or entrant's failure to comply with the Official Rules. The Released Parties shall not be liable to any winner or any other person for failure to supply any prize(s) or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Released Parties' control. The Released Parties are not responsible for illegible, lost, late, damaged, incomplete, misdirected, or stolen entries; or for typographical or other errors in the offer or administration of this Giveaway, including but not limited to: errors in advertising, Official Rules, selection and announcement of the winners and distribution of prizes; or for lost, interrupted or unavailable network, server, satellite, Internet Service Provider (ISP), website or other connections, availability or accessibility; or for miscommunications, failed computer, telephone or cable transmissions, lines, or technical failure; or jumbled, corrupted, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind whether human, mechanical, electronic, technical or network; or for the incorrect or inaccurate capture of entry or other information or the failure to capture any such information; or for any misdirection or delay of any e-mail to be received on account of technical problems or traffic congestion on the Internet or DMR Website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading or uploading any materials in connection with the Giveaway; or for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Giveaway; or for any personal injury, death, or damage to or loss of property, arising out of receipt or use or misuse of any prize produced and/or manufactured by a prize provider or other third party.
10. **General Conditions:** Persons who tamper with or abuse any aspect of the Giveaway as solely determined by Sponsor, will be disqualified, and Sponsor reserves the right to

terminate such entrant's eligibility. Sponsor may also disqualify any person that acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or for any other good cause reason solely determined by Sponsor. Should any portion of the Giveaway be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Giveaway, and select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. In the event of a dispute regarding prize claims or entries received from multiple users having the same address, the authorized subscriber of the address at the time of entry used to enter, and not the name on the entry form, will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

Except where legally prohibited, each winner grants (and agrees to confirm in writing) permission for the Released Parties to use his/her name, photograph, voice, likeness, and/or statements made by, or attributed to winner in all media now known or hereafter discovered, worldwide, including, without limitation, on the World Wide Web, without notice, review or approval or compensation and in perpetuity. To claim a prize, the winner may be required to sign and return to Administrator, within 10 days of the date the notice is sent an affidavit of eligibility, liability release, publicity release and other paperwork.

If any prize notification or prize is returned as non-deliverable, such prize will be forfeited and an alternate winner may be selected as further described in Section 8 above. Noncompliance with any of the foregoing or any portion of these Official Rules may result in disqualification and awarding of the prize to an alternate winner. Federal, state, provincial, territorial, and local taxes and all other expenses not specified herein are winner's sole responsibility. If a winner is a U.S. resident, he/she may receive an IRS Form 1099 reflecting the actual value of his/her prize. Sponsor may assign all rights granted by entrants and winners hereunder to any party at Sponsor's sole discretion.

11. **Disputes/Choice of Law:** Except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Giveaway shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Texas or the appropriate Texas State Court located in Dallas, TX, U.S.A.; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 the entrant and Sponsor in connection with the Giveaway shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas, U.S.A.

12. **Privacy:** Information collected from entrants is subject to Sponsor's Privacy Policy. We encourage you to read this policy, which can be found at <http://palmbeachtan.com/privacy-policy/>.
13. **Winners List:** To obtain the name of the winner, send a properly stamped self-addressed envelope, by May 1, 2018, to Palm Beach Tan Fresh Fest Giveaway, Winners List, 65 Union Ave., Ste. 500, Memphis, TN 38103 USA.