

**PBT Summer of Wishes Sweepstakes
OFFICIAL RULES**

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN.

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

1. **SPONSOR:** Palm Beach Tan, Inc., 633 E. State Hwy 121, Suite 500, Coppel, TX 75019 ("Sponsor" and/or "PBT").
2. **ADMINISTRATOR:** Archer Inc, 65 Union Ave., Ste. 500, Memphis, TN 38103.
3. **ELIGIBILITY:** The PBT Summer of Wishes Sweepstakes (referred herein as "Sweepstakes") is: 1) open to legal residents of the following participating states: Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Mississippi, Nebraska, Nevada, North Carolina, North Dakota, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Washington and the District of Columbia; 2) age 18 or older as of date 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 Sweepstakes (collectively the "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 in New York and where prohibited.
4. **ENTRY PERIODS:** This Sweepstakes begins at 12:00am Pacific Time ("PT") on 7/8/26 and ends at 11:59pm PT on 9/1/26 (the "Sweepstakes Period"). For these Official Rules purposes, all times per day are based on Pacific Time. The Sponsor's designated computer system and social media platforms used in this Sweepstakes shall be the official timekeeper to track all entry limits mentioned in section 5 below.
5. **HOW TO ENTER:** During the Sweepstakes Period, scan the QR code found at the PBT salon or visit pbtsweeps.com or click the URL indicated on the Sweepstakes advertisement/notification, and follow the instructions to enter after the virtual Spin to Win game ("**Spin**"). The Spin is for promotional and entertainment purposes only and may display various offers. **Receipt of any such offer is not required to enter the Sweepstakes, and acceptance or use of any offer is entirely optional and has no effect on Sweepstakes entry or odds of winning.** Limit: one (1) Sweepstakes entry per person.

By submitting an entry, you hereby agree to forever release and hold harmless the Sweepstakes Entities, their respective affiliates and subsidiaries, promotion agencies involved in this Sweepstakes, and their officers, directors and employees of each of the foregoing, from and against any liability of any kind arising out of or related to your participation in this Sweepstakes.

Incomplete entries will be void. 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 or social media account used at time of entry will be deemed to be the entrant. "Authorized Account Holder" means the natural person who is assigned to a social media account and/or 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 entrants, internet or technical errors, or by any of the equipment or programming associated with the Sweepstakes. 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. **SWEEPSTAKES PRIZE:** One (1) winner will receive one-year PBT All-Access membership. Approximate retail value of prize: \$1,800. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

PBT All-Access membership depends on the program availability at the PBT store near winner's primary residence. Membership consists of sunbed, sunless, and wellness only. Additives for spray tanning are not included. Winner must agree to PBT membership terms and conditions. If winner has an existing All-Access membership, the membership will be extended one year 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.

Sponsor reserves the right to substitute prize (or any portion thereof) with a similar prize of comparable or greater value. If no substitute prize or any 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. No cash redemption is permitted.

7. WINNER SELECTION AND NOTIFICATION: Sweepstakes random drawing will be conducted by the Administrator on or about 9/3/26. Potential winner will be notified via email and winner will be required to respond to the notification via email within 3 days and he or she must submit any required information including a completed Eligibility/Publicity/Liability Release ("Release"). 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 the notification and 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. Winner is responsible for all federal, state, local and income taxes. Acceptance of a prize (if verified a winner) constitutes permission for Sponsor to use 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 Sweepstakes Entities do not warrant that access to the Sweepstakes will be uninterrupted. Sweepstakes 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 Sweepstakes; (c) failure of personal devices 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 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 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 or updates 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 corrupt the administration, security, integrity, or proper play of the Sweepstakes, the Sponsor reserves the right to terminate the Sweepstakes without any prize award.

9. **RELEASES:** By participating in this Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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 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.**

11. **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/> and these Official Rules. By entering this Sweepstakes, 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 for the purposes of prize winner selection, clearance and fulfillment. If you are selected as the 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 9/30/26 to: PBT Summer of Wishes Sweepstakes Winner, Ref: HC, Archer Inc, 65 Union Ave., Ste. 500, Memphis, TN 38103.