SMITTEN SCRUBS
CRANK IT UP SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The Smitten Scrubs "CRANK IT UP" Sweepstakes begins at 8:00 a.m., Central Time ("CT") on WEDNESDAY, OCTOBER 5, 2016, and ends at 11:59p.m., ("CT") on SUNDAY, OCTOBER 30, 2016 ("Sweepstakes Period"). Sweepstakes is sponsored by Smitten Scrubs, P.O. Box 516, Olive Branch, MS 38654 (the "Sponsor"), who is solely responsible for all aspects of this Sweepstakes.

<u>ELIGIBILITY:</u> Sweepstakes is open to all legal residents of the United States, District of Columbia, Canada, Mexico, and Puerto Rico who are 18 years of age or older as of the Sweepstakes Start Date. Employees, officers, and directors (including immediate family members and members of the same household) of the Sponsor, its parent company, subsidiaries, affiliates, retailers, distributors and advertising and promotion agencies, and prize suppliers, and any other entities directly associated with this sweepstakes (collectively, "Released Parties"), are also <u>not eligible</u> to participate. All federal, state and local laws and regulations apply. **Void where prohibited.** 

HOW TO ENTER: Eligible participants can be entered into the Sweepstakes by going to the Sponsors' Facebook page at <a href="https://www.facebook.com/SmittenScrubs">www.facebook.com/SmittenScrubs</a>. Participants do not have to be a current Facebook Fan of Smitten Scrubs, but it is encouraged to follow the social page for all updates and prize announcements. The following items will be <a href="mailto:REQUIRED">REQUIRED</a> to complete an entry: FIRST NAME, LAST NAME, E-MAIL ADDRESS, OCCUPATION, SHIPPING ADDRESS, CITY, STATE, ZIP CODE, SCRUB TOP SIZE, SCRUB PANT SIZE. As an OPTION, a MOBILE NUMBER may be provided for contact purposes only, unless used for Smitten Mobile Opt-In. As an <a href="mailto:OPTION">OPTION</a>, entrant will have the chance to answer the following question: "Describe Smitten Scrubs using only 1 word." Any submitted quote, name or likeness may be featured via any or all Smitten Scrubs marketing or social media entities including but not limited to: Facebook, Twitter, Instagram, Pinterest, Email, Direct Mail, catalog, etc. No further compensation will be remunerated for use of "quote, name or likeness" in any or all forms of media, in perpetuity. Submission of entry form constitutes personal release.

All REQUIRED FIELDS on the online registration form must be completed in order for an entry to be eligible. **LIMIT one entry per person, per email address, per household, per day.** Once submitted, an Online Entry cannot be deleted, canceled or modified. Entrant must register using only an e-mail address subscribed and registered in entrant's name. In the event of a dispute as to Online Entries submitted by multiple individuals using the same e-mail account, subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

<u>DRAWING AND NOTIFICATION:</u> There will be five (5) Pop-Up Prize Winners selected during the Sweepstakes Period via Smitten Instagram. There will also be one (1) Grand Prize Winner selected at the end of the Sweepstakes period via Facebook. Daily Prize Post will be "pinned to the top" of the Sponsor's Facebook Wall the entire Sweepstakes Period. All eligible entrants will be considered to win. Each Prize Winner will be chosen at random from eligible entries by a representative of Smitten Scrubs. The Grand Prize will be awarded on MONDAY, October 31<sup>st</sup>, via the Smitten Scrubs Facebook social page. All Prize Drawings will occur by 4:00 PM CT by Smitten Scrubs ("the Administrator"), whose decisions are final and binding in all

matters relating to this Sweepstakes. All winners will be contacted via the email address provided as point of first notification. After 24 hours of no-response to email notification, entrant will be disqualified, and the next eligible applicant will be selected. Winner(s) cannot have won more than three (3) consecutive Smitten Scrubs sweepstakes in one (1) calendar year.

PRIZES: (5) Five Smitten BLISS Cranked Jackets for Pop-Up Prize Winners. One(1) GRAND PRIZE will include: (1) Apple iPad Pro (9.7", WiFi, Rose Gold), (1) \$500 Apple Gift Card, and (1) \$500 iTunes Gift card. The prize(s) will be shipped to the winner(s) by or around November 11, 2016. Prize is non-transferable to another party. Prize will not be substituted, nor cash value given nor any other equivalent gift offered if prize is lost, misplaced, stolen or does not arrive. A gift card of equivalent value may be substituted for the prize if circumstances warrant, if deemed necessary by the Administrator. Approximate Retail Value ("ARV") per prize is \$21 per jacket \$599 for Apple iPad Pro, \$500 iTunes Gift card. Total prize pool ARV is \$1,164.

<u>SWEEPSTAKES INTEGRITY:</u> Bullying and any other type of unsportsmanlike act, such as fan-bashing and/or name-calling, will result in an immediate disqualification. Smitten Scrubs reserves the right to dismiss or disqualify any entrant who initiates or becomes involved in any unsportsmanlike actions related to this sweepstakes. Disqualified participants will be removed from the Sponsor's Page immediately.

PRIZE CONDITIONS: If a prize or prize notification is returned as unclaimed or undeliverable to a potential Winner, if potential Winner cannot be reached within allowed time given from the first notification attempt, or if a potential Winner is not in compliance with these Official Rules, then such person shall be **disqualified**. An alternate Winner will be selected. All taxes, if applicable, are the sole responsibility of the Winner. The Winner's entry and acceptance of the prize offered, constitutes permission (except where prohibited) for the Sponsor to use said Winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without notice or further compensation.

INTERNET LIMITATIONS OF LIABILITY: If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes using all nonsuspect eligible entries received as of, or after(if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OFCRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST **EXTENT PERMITTED BY LAW.** 

In the event of a dispute as to the identity of a Winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

By accepting any prize, the Prize Winner agrees to release the Sponsor, the Released Parties, and prize suppliers from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. All local, state and federal taxes are the sole responsibility of Winner. No substitution or transfer of prize or election of cash in lieu of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available.

<u>USE OF DATA:</u> Sponsor will be collecting personal data about entrants online, and e-mail addresses from entry forms in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link <a href="http://smittenscrubs.com/privatepolicy">http://smittenscrubs.com/privatepolicy</a>. By participating in the Sweepstakes and providing one's e-mail address, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

TERMS AND CONDITIONS: This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, entrants agree to release, discharge, indemnify and hold harmless the Released Parties, and each of their respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession and/or use or misuse of the prize, or for any typographical or other error in the printing, offering or announcement of the prize. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. This Sweepstakes is void where prohibited.

<u>OFFICIAL RULES BY MAIL:</u> For your own copy of the Official Rules, send a self-addressed stamped envelope to Marketing/Smitten "CRANK IT UP" Sweepstakes Official Rules Request, P.O. Box 516, Olive Branch, MS 38654, for receipt by February 12, 2016.

<u>WINNERS LIST REQUESTS:</u> To request confirmation of the name and address of the winners, please send a self-addressed, stamped business size envelope, by March 11, 2016, to: Marketing/Smitten "CRANK IT UP" Sweepstakes Winner's List Request, P.O. Box 516, Olive Branch, MS 38654.

**SPONSOR:** Smitten Scrubs, P.O. Box 516, Olive Branch, MS 38654.

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to Smitten Scrubs and not to Facebook.