

Jamie Young Co. 1st Annual Photo Contest

Official Contest Rules:

No purchase or payment of any kind is necessary to enter or win. A purchase or payment will not increase your chances of winning. Void where prohibited by law and outside the fifty (50) United States (incl. D.C.). Subject to all federal, state and local laws, regulations, and ordinances. Contest begins on DECEMBER 1, 2018 at 12:00AM Pacific Standard Time and ends on JANUARY 6, 2019 at 11:59PM Pacific Standard Time.

This contest is in no way sponsored, endorsed or administered by, or associated with, Facebook and Instagram. By entering this contest, you are providing your information to Jamie Young Co. and Partners, not to Facebook or Instagram.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Contest.

Eligibility: The Jamie Young Co. Photo Contest is open to legal U.S residents currently residing in the fifty United States of America (including District of Columbia) and are 18 years of age or older. Employees, officers, and directors of Jamie Young Co. ("Sponsor"), and any of its representatives, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters (collectively, the "Contest Entities"), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Winning a prize is contingent upon fulfilling all requirements set forth herein. All entrants must have access to the Internet prior to the start of the Contest. Sponsor reserves the right to verify the eligibility of winners. Entrants must provide another form of contact other than social media usernames.

Sponsor: Jamie Young Co., 331 West Victoria Street, Gardena, California 90248

How to Enter Contest: Submit lifestyle photos that feature Jamie Young Co. products through Jamie Young Co.'s Facebook Page on the Photo Contest tab or through your Instagram account (using all three hashtags #jamiyoungco, #jamiyoungcontest AND #jpg4jyc in your posts). The photos must be original photos that meet the requirements set forth below. By submitting or posting the photo(s), you are automatically entered into the contest with one (1) entry ("Entry") per photo. There is no limit of entries for this contest. You must be a member of Facebook or Instagram with your account set to "public" in order to be eligible.

By entering the contest, you signify and agree that your entry/entries and any other information submitted in participation with this contest may be posted on Sponsor's and Partners' websites, social media sites, applications, or publications. Must provide all required information to be eligible. All participants are subject to verification before any prize is awarded.

Content Guidelines: For a photo(s) to qualify as an entry in this contest, photo must:

- Include the following hashtags in submission: #jamiyoungco, #jamiyoungcontest and #jpg4jyc
- Be the participant's original work. Photo(s) must not copy or plagiarize from any source or have previously been published commercially. Participants must own the rights to material they are submitting.

- May not include material by third parties who have not expressed authorized entrant to display their work or ideas.
- All parties who have participated in the material submitted into the contest must be identified appropriately. If the Entry contains an identifiable person other than the entrant who submitted the Entry, by submitting the Entry, the entrant represents and warrants that he/she has obtained the consent of such person to the use of the Entry as outlined herein and you may be required to provide that written consent to the Contest Entities' use of the Entry.
- Material may not contain violations or infringements of any third party's intellectual property, privacy, or publicity rights.
- Submissions may not include trademarks, logos, insignia, location signage of any kind, except those of the Sponsor.
- May not include any copyrighted media production, including but not limited to books, articles, photographs, artwork, music, or descriptions of any media property.
- In the Sponsor's sole discretion, material may not contain or promote activities that are hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or contain material that is threatening to any person, place, business, group or world peace; or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; or contain images, words or text portraying nudity, acts of violence, or acts that are or appear to be unlawful or dangerous or in violation of, or contrary to the laws or regulations in any state where the entry is created in their application.
- By submitting an Entry, entrant explicitly acknowledges and agrees that at the Sponsor's option, the Sponsor and its legal representatives, partners, successors and assigns shall have the irrevocable worldwide right to license, sub-license, edit, alter, post, reproduce, publicly display and publish, in any media, including online, any or all material which you upload to any websites (including, without limitation, social media sites) associated with the Contest, with name credit to the entrant without any additional consideration or approvals from or to entrant; and entries that attempt to restrict this right will not be considered. Each entrant warrants and represents that his/her Entry complies with these Official Rules and the requirements above, any applicable community guidelines, terms of use, and any other binding terms on Facebook and/or Instagram (as applicable), and will not violate any federal, state or local laws or ordinances. Entries that exceed any required file size or length limits, and/or violate the above Content Guidelines and/or the terms of these Official Rules will be disqualified. Sponsor reserves the right in its sole and unfettered discretion to disqualify any Entry that it believes is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Contest.
- By participating in this Contest, entrant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Contest in any online social sharing interaction that references the Contest or is used to obtain entries in connection with this Contest. At a minimum, the hashtags #jamiyoungco and #jamiyoungcontest must be included in all social media communications sent pursuant to the Contest. Sponsor reserves the right in its sole discretion to disqualify any entrant who does not adequately disclose his or her participation in this Contest while engaging in any online social sharing interaction during the Contest Period. The "authorized account holder" is the natural person assigned an email address

by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Normal Internet access, phone, data, and usage charges imposed by your online or phone service may apply.

Winners: During course of the contest period, all entries will be reviewed and evaluated by a panel of internal judges made up of representatives from the Sponsor, whose decisions are final and binding. Entries not following rules or guidelines will be deemed disqualified and therefore will not be open for public viewing or promoted by the Sponsor in any way. Three (3) potential winners will be selected at the end of the contest period. Potential winners may only win and accept one prize per contest. Potential winners may also only win and accept a prize from the Sponsor once in a calendar year.

Potential winners will be notified by electronic communication (not on any social media) depending on which form of contact information was given at time of entry (email, telephone, etc.). By claiming prize from Sponsor, entrant agrees to sign an affidavit of eligibility, liability, and publicity release, if requested by the Sponsor. If a potential prize winner cannot be reached by Administrator (or Sponsor) within five (5) days, using the contact information provided at the time of entry, or if the prize is returned as undeliverable, that potential prize winner shall forfeit the prize. In event that potential winner cannot be contacted (as applicable) or is disqualified for any reason, the Sponsor will award the applicable prize to an alternate winner, selected in accordance with the contest criteria. Winner must be able to execute the Declaration of Compliance and Release upon winning.

Official winners will be publicly announced at Las Vegas Market in Las Vegas, Nevada on Monday, January 28, 2019. Event details will be announced ahead of time on the Sponsors social medias and/or email communication.

Prizes: Three (3) winners will each receive one (1) of the prizes to Jamie Young Co. based on 1st, 2nd, and 3rd places determined by the Sponsor. Approximate Retail Value ("ARV") of each prize is determined by contest rules and is non-negotiable. Jamie Young Co. products bought from one of the winning prizes will be priced at company's discretion based on customer's price rate. Winners have the option to have prize mailed to them or put on account record if unable to attend public announcement event. Prize is not exchangeable for cash or any other form of monetary value.

Grand Prize (1 winner): \$1,000.00 of Jamie Young Co. Product

Second Prize (1 winner): \$750.00 of Jamie Young Co. Product

Third Prize (1 winner): \$500.00 of Jamie Young Co. Product

Prize Restrictions: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of the prize not specifically stated herein are the sole responsibility of the individual prize winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes. Prizes cannot be used in conjunction with any other promotion or offer. Prize cannot be used in conjunction with any other promotion or offer. More information is available at: www.jamieyoung.com

General Conditions: Jamie Young Co. (Sponsor), reserves the right to modify, suspend, or cancel any part of the contest under any circumstance. The Sponsor or any of its agencies are not responsible for lost, stolen, interrupted, miscommunications, or incomplete entries. Sponsor and sponsor's agencies are also not responsible for unavailable network, server, electronic transmission problems, or computer/software malfunctions/failures of any sort. Proof of sending submission of entry will not be deemed proof of receipt by Sponsor.

WARNING: Any attempt by an entrant or any other individual to deliberately damage any website or property associated with this contest or undermine the legitimate operation of the contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to prosecute and seek damages from any such person to the fullest extent permitted by the law. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Contest, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Contest is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection process described in Section 4, above.

Liability: Entrants agree by participating in this contest, Contest Entities, Instagram, Facebook, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes in accordance with the winner selection criteria described in Section 4, above.

By participating in this contest, entrants agree that the released parties will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, or use of the prize, entry, or participation in this contest or in any contest-related activity, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. The released parties are not responsible if any prize cannot be awarded due to travel cancellations, delays, or interruptions due to acts of God, acts of war, natural disasters, weather, or terrorism.

Everything regarding this contest are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some of the above limitations are exclusions may not apply due to laws of local jurisdictions.

Publicity Release: Entrants and winners grant to the Sponsor and all affiliates the right and permission to print, publish, broadcast, and use, in worldwide media of any type, even those not yet created. Entrants' and winners' name, portrait, picture, biographical information, trade, and promotional purposes are additionally within the rights to use by the Sponsor without additional consideration, compensation, permission, or notification.

Intellectual Property: Submitting an entry, entrant agrees that the entry, communications, creative suggestions, ideas, notes, concepts, or any other materials that entrant submits to the Sponsor or otherwise post in connection with this contest, including all rights embodied therein, whether sent via Sponsor's website, electronic mail, social media platform, or any other means, are deemed to be non-confidential and non-proprietary. The Sponsor shall have no obligation of any kind with respect to such submissions and shall be free to edit, exploit, modify, publish, reproduce, use, disclose, disseminate, and distribute the submitted content to others without limitation to any and all media, even media not currently known, throughout the world for any purpose without compensation, permission, or notification to the entrant or any third-party. The Entrant hereby grants to the Sponsor and all Sponsor's representatives for a period of ten (10) years, renewable at the Sponsor's option, an irrevocable and world-wide license to use the submission in any form or format and to modify the same, and acknowledges and agrees that if the Sponsor does use the submission, the Entrant may or may not be entitled to any credit, consideration, notice, or payment of any kind. The Entrant waives any moral rights that entrant may have to the submission, and agrees that if the Sponsor elects to use submission for any purpose, that all rights under Copyright or other Intellectual Property Rights, which may result from that relating to Entrant's submission or from use of the same by the Sponsor shall be the sole property of the Sponsor. The Entrant furthermore agrees that if the Sponsor elects to use the Entrant's submission, the Entrant will execute any additional associated documentation requested by the Sponsor. The Entrant agrees to indemnify the Sponsor and all of its representatives and affiliates from and against any and all damages, costs, judgments, and expenses (including reasonable attorney fees) which it incurs as a result of its use of the submission.

Privacy: Any personal information sent to, shared with, or collected through submission by the Sponsor in connection with this Contest and any continued activity from the Entrant with the Sponsor is subject to the Sponsor's Privacy Policy. Jamie Young Co., collects customer information for a variety of reasons, including an ongoing effort to provide excellent customer service, improve our customer's experiences, and to communicate with our customers about products, services, and promotions, including those recommended and not necessarily solicited interests or requests. We reserve the right to collect any personal information necessary or willingly given. We also reserve the right to maintain a record of your interests, behavior, purchases and whatever else might enable us or our representatives and affiliates to enhance our customers' personal experiences on this or other websites, and to provide them with relevant offers, promotions or information that we believe to be beneficial in the interest of the customer. Website traffic is also monitored to improve user experience and the products/services offered as well as to determine which information is deemed beneficial to the customer. The Sponsor may disclose any personal information about the Entrant if required by law, governmental request, court order, or if in our good faith believed that it is necessary to conform or comply with such law, government, or court. In addition to the right to disclose the Entrant's personal information and submissions to the

Sponsor's affiliates and representatives, the Sponsor may disclose information to contracted companies to help prevent unauthorized use of monetary means, if any such Entrant makes a purchase not associated with the Contest, or if a Winner of the Contest purchases product or services using their prize. Sponsor and Sponsor's affiliates, representatives or service providers may use entrants' personal information submitted with Entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest. The Sponsor will not share any personal information to third-parties that have no affiliation with the company.

Nature of Relationship/Waiver of Equitable Relief: Each entrant understands and acknowledges that the Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submissions and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submissions. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submissions or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submissions or any material based on or allegedly based on the Submissions, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

13. Official Rules and Winners List: For a copy of the Official Contest Rules, visit www.jamieyoung.com or send a self-addressed, stamped envelope to Jamie Young Co., 331 West Victoria Street Gardena, CA 90248 with letter of expressed intent.

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