

**ORANGETWIST SMOOTH SUMMER SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES

PURCHASE WILL NOT HELP YOU WIN. YOUR CHANCES OF WINNING WITHOUT MAKING A PURCHASE ARE THE SAME AS THE CHANCES OF SOMEONE WHO PURCHASES SOMETHING. IT IS ILLEGAL TO GIVE ANY ADVANTAGE TO PURCHASERS IN A SWEEPSTAKES.

EXCEPT AS PROVIDED BELOW, OPEN TO LEGAL RESIDENTS OF CALIFORNIA, NEVADA, NEW JERSEY, TEXAS, AND WASHINGTON. ALL PARTICIPANTS MUST BE OF 18 YEARS OF AGE OR OLDER. VOID IN ALL OTHER STATES AND WHERE OTHERWISE PROHIBITED BASED ON THE TERMS OF THE SWEEPSTAKES.

1. How to Enter.

- a. Beginning at 6:00 a.m. Pacific Standard Time (“PST”) on May 22, 2023 until 11:59 p.m. PST on June 30, 2023 (“Sweepstakes Period”), you may enter the “OrangeTwist Smooth Summer Sweepstakes” (“Sweepstakes”) by visiting the OrangeTwist website at (<https://orangetwist.com/>) (“Website”) and completing and submitting the online entry form. Incorrect and incomplete entries are void.
- b. All entries must be received before the end of the Sweepstakes Period to be valid. There is a limit of one (1) entry, per valid email address, per eligible person, per day. For the avoidance of doubt, if you purchase entries and otherwise enter daily through an alternative method of entry, you will receive no more entries than any other person could have obtained during the Sweepstakes Period if you purchase no entries to ensure no person who purchases any entry(ies) receives any advantage. For purposes of this Sweepstakes, a “day” begins at 12:00 a.m. PST and ends at 11:59 p.m. PST unless specified otherwise. If multiple entries are received for one eligible person per day, only the first entry will be accepted and additional entries will be disqualified. Multiple participants are not permitted to share the same email address. Any attempt by you to obtain more than one (1) entry per day in combination with purchases and other entries (based on the number of days in the Sweepstakes Period), by using multiple or different email addresses, identities, registrations, or logins, or any other methods may void your entries and you may be disqualified from the Sweepstakes. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by you. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. 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. Potential winner may be required to show proof of being the authorized account holders.

2. **How Winner will be Determined.**

- a. There will be one winner of the Grand Prize ("**Winner**"). The Winner will be selected in a random drawing from among all eligible entries on approximately July 6, 2023 by OrangeTwist via an online random number generated (www.random.org). The odds of winning the Grand Prize depend upon the number of eligible entries received.
- b. The Winner will be contacted by the Sponsor the following day via the Winner's email provided at entry. Decisions of Sponsor with respect to the Winners and other matters pertaining to the Sweepstakes shall be final. If Sponsor is unable to contact the prospective Winner within fourteen (14) days from first notification attempt, if is otherwise ineligible, or if the prospective Winner fails to comply with any of the requirements, his/her prize will be forfeited and an alternate prospective Winner will be selected.

3. **Prize Notice.**

- a. **Grand Prize:** The Grand Prize Winner will receive the following items from OrangeTwist: (1) a United Vacations gift card for a vacation of the Winner's choice valued at \$5,000.00 and (2) six laser hair removal treatments plus two touch-up treatment sessions applied to the area of the Grand Prize Winner's choice, i.e., large, medium, or small area, valued up to \$2,400.00. The approximate retail value ("**ARV**") of the Grand Prize is \$7,400.00. The specifics of all elements of the Prize in the Sweepstakes will be solely determined by Sponsor. All costs, taxes, fees, and expenses associated with any element of the Prize not specifically addressed above are the sole responsibility of the Winner. Winner will be issued a 1099 tax form for the actual value of the Prize.
- b. The total ARV of the Sweepstakes is \$7,400.00. Winner will not receive difference between actual and ARV. The Prize is non-transferable and no substitution will be made except at the Sponsor's sole discretion. If Winner is unable or unwilling to fulfill the Prize during the time period, the Winner forfeits the Prize in its entirety and an alternate winner may be selected if practicable. Some restrictions may apply. All other expenses not specifically identified as included in the Grand Prize are the sole responsibility of the Winner.

4. **ELIGIBILITY.** This Sweepstakes is open only to legal residents of California, Nevada, New Jersey, Texas, and Washington who are 18 years of age or older as of the Sweepstakes start date and are currently enrolled in OrangeTwist's marketing email list. Void in remaining contiguous 45 United States, and states where prohibited based on the terms of the Sweepstakes.

5. **Limitations of Liability.**

- a. Orange Twist, LLC ("**Sponsor**") its affiliates, subsidiaries, parent, advertising and promotion agencies, and their respective officers, directors, managers, members, shareholders, employees, agents, representatives and any and all Internet servers and access provider(s) are not responsible for any of the following: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer

equipment, server providers, or software, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Sweepstakes; inability to access the Website; theft, tampering, destruction, or unauthorized access to, or alteration of entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any website; printing or human or other errors; and any entries which are late, lost, incomplete, misdirected, stolen, or any combination thereof. Online submission is not considered proof of delivery or receipt. All entries become the property of Sponsor and will not be returned.

- b. BY ENTERING, YOU AGREE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR, AND AFFILIATES, SUBSIDIARIES, PARENT, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES FROM AND AGAINST ALL CLAIMS AND DAMAGES OR LIABILITY ARISING IN CONNECTION WITH YOUR PARTICIPATION AND/OR ENTRY IN THE SWEEPSTAKES AND/OR THEIR RECEIPT OR USE OF ANY PRIZE AWARDED IN THIS SWEEPSTAKES OR DUE TO ANY INJURIES, DAMAGES OR LOSSES TO ANY PERSON (INCLUDING DEATH) OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY OR PARTICIPATION IN THIS SWEEPSTAKES.
- c. Any and all warranties and guarantees are subject to the respective manufacturer's terms. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes permission for the Sponsor to use the winner's names, photographs, likenesses, statements, biographical information, voices, and city and state addresses on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. If by reason of a printing or other error, more than one prize is claimed, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than one prize will be awarded.
- d. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, AND THAT IF KNOWN BY HIM OR HER MUST WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

6. **Conditions of Entry.**

- e. Entry materials that have been tampered with or altered are void. If, in the Administrator's or Sponsor's opinion, there is any suspected or actual evidence of

electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the judges reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the prize using all eligible, non-suspect entries received as of the termination date. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted on the Website. In the event of a dispute as to the identity of the winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry.

- f. CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM YOU TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. Disputes and Governing Law.

- g. All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or the Sponsor in connection with the Sweepstakes, and all claims or cause of actions (whether in contract, tort or statute) that may be based upon, arise out of or relate to the Sweepstakes, will be governed by, and enforced in accordance with, the internal substantive and procedural laws of the state of California without giving effect to any laws, rules or provisions of the state of California that would cause the application of the laws rules or provisions of any jurisdiction other than the state of California, including its statutes of limitations, without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction.
- h. You irrevocably submit to the exclusive jurisdiction of any state or federal court in (or with jurisdiction over) Los Angeles County, California, with respect to any action or proceeding arising out of or relating to the Sweepstakes. You consent to and grant to any such court exclusive jurisdiction over the persons of you and over the subject matter of any such dispute.
- i. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. YOU WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

8. **Waiver of Jury Trial.** LEGAL RESIDENTS OF NEVADA, NEW JERSEY, TEXAS, AND WASHINGTON EXPRESSLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES.
9. **Severability.** The provisions of these rules are severable. The invalidity, in whole or in part, of any provision of these rules will not affect the enforceability of any other provisions. If one or more provisions of these rules are declared unenforceable, the remaining provisions will be enforceable and will be construed in the broadest possible manner to effectuate the purposes of these rules.
10. **Questions.** Any questions concerning the Sweepstakes should be sent to the following address:

Orange Twist, LLC
Attn: OrangeTwist Smooth Summer Sweepstakes
111 Academy Way, Suite 200
Irvine, CA 92617