

# SwimOutlet.com Snapchat Contest Official Rules

## NO PURCHASE NECESSARY TO ENTER OR WIN

1. **CONTEST PERIOD:** The SwimOutlet.com Snapchat Contest (the “Contest”) starts at 12:01 am Pacific Standard Time (“PST”) on December 9<sup>th</sup>, 2015, and ends at 11:59 p.m. PST on December 16<sup>th</sup>, 2015 (“Contest Period”).
2. **ELIGIBILITY:** Contest is open to legal U.S. residents who have permission of a parent or legal guardian or who are 18 years of age or older as of date of entry or who. Employees (and their immediate family members and/or those living in the same household) of SwimOutlet.com (“Sponsor”) are not eligible to participate or win. All applicable federal, state and local laws and regulations apply. Void where prohibited by law.
3. **HOW TO ENTER:** During the Contest Period, you can enter the Contest by submitting a photo to the SwimOutlet snapchat account “SwimOutlet” (the “Entry”). We encourage a selfie photo that is swim inspired. Entries must be received by the conclusion of the Contest Period to be eligible. A Snapchat account is required for Entry. You may download the app for free at snapchat.com.
4. **ENTRY REQUIREMENTS:** By entering, you understand your Entry may be featured on the SwimOutlet.com Snapchat Account and that further permission or consent from you is not required to use the Entry. Entrants may not copy or otherwise plagiarize the Entry from any source. All Entries must be the sole, original work of the entrant. Entries should not violate or infringe (or possibly infringe) any copyright. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules, as determined by Sponsor in its sole discretion, will be disqualified.
5. Acceptance of a prize constitutes permission for the Sponsor to use the Entry for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. Entrants grant the Sponsor the right to use, reproduce, edit, market, store, distribute, have distributed, reproduce, adapt, or otherwise revise and/or alter the Entry, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Entry for editorial, commercial, promotional, regulatory or legal reasons and all other purposes, in its sole discretion.
6. **WINNER DETERMINATION:** Within one week of the conclusion of the Contest Period, all eligible Entries will be judged by Sponsor representatives, based on the overall creativity, originality and relevance to the theme. There will be one (1) winner awarded a \$500 SwimOutlet.com gift card. The winner will be contacted directly and announced through Sponsor’s social media channels. Sponsor decisions are final with respect to all matters relating to the Contest. By participating,

entrants agree to the decisions of the Sponsor. The Sponsor will notify the potential winners via email.

7. **WINNER NOTIFICATION:** If Sponsor is unable to contact the potential winner within a reasonable time period, prize or prize notification is returned as undeliverable, or the potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, a new entrant will be awarded the prize. If potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, prize will be awarded in the name of his/her parent or legal guardian.
8. **LEGAL STULL:** Winners and all entrants, as a condition of Entry into the Contest, agree to release the Sponsor and Snapchat from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an Entry or otherwise participating in any aspect of the Contest, the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes. The Contest Entities are not responsible for late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed or garbled Entries; or for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Contest or by any human error which may occur in the processing of the Entries in the Contest or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Contest. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Contest; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; and void all associated Entries. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to cancel or modify this Contest for any reason, including (but not limited to) if, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, Contest, 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 the Contest. If such cancellation occurs, Sponsor reserves the right to determine the winners from among all eligible Entries received prior to cancellation based on the judging criteria listed above. **This Contest is in no way sponsored, endorsed, or administered by, or associated with Snapchat.**
9. **A LITTLE MORE LEGAL STUFF:** Entrants agree that the sole and exclusive remedy for any dispute is in a federal or state court located in Santa Clara County, California and under California law.
10. **SPONSOR:** The Sponsor of the Contest is Spiraledge, Inc., dba SwimOutlet.com, 1919 S. Bascom Avenue, Suite 300, Campbell, California 95008.