

## M.GEMI & POP AND SUKI SWEEPSTAKES OFFICIAL RULES

Sponsored by M.Gemi and Pop and Suki ("Sponsors").

NO ENTRY FEE. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND UPON THE NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

THESE OFFICIAL RULES ARE A CONTRACT, SO READ THIS CAREFULLY BEFORE ENTERING. IF YOU ELECT TO ENTER THE SWEEPSTAKES VIA ANOTHER COMPANY'S SOCIAL MEDIA CHANNEL, YOU AGREE TO SUCH CHANNEL'S TERMS AND CONDITIONS, PRIVACY POLICY AND OTHER RULES AND GUIDELINES. ENTRY DEADLINE IS JULY 8, 2018.

1. **Eligibility:** The M.Gemi & Pop and Suki Sweepstakes (the "Sweepstakes") is open to legal residents of the United States, age 18 or older, who have an active email account in the United States during the M.Gemi x Pop and Suki Sweepstakes period, and satisfy the Conditions provided below.

Employees of Sponsors and their respective parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, their immediate family members and persons living in their same household, are not eligible to participate in the M.Gemi x Pop and Suki Sweepstakes. Participation in the M.Gemi x Pop and Suki Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules & Regulations ("Rules").

2. **To Enter:** You may enter the Sweepstakes in at least of one of the following ways:

(a) Follow @mgemi and @popandsuki on Instagram and share a comment on the sweepstakes Instagram post between 12:00 AM, Eastern Time (ET) on July 3, 2018 and 12:00 AM, ET on July 8, 2018 (the "Entry Period"). To participate you must have a publicly available Instagram account. If you do not have an Instagram account, go to [www.instagram.com](http://www.instagram.com) and create an account according to the instructions on the website. Creating an account is free and you may be asked to agree to the terms of service and privacy policy of the relevant platform. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram, and the Sponsors are not affiliated with Instagram in any manner. If you choose to enter using your mobile phone, standard data fees may apply. See your wireless provider for pricing plan details.

(b) To enter by email, send an email to [social@mgemi.com](mailto:social@mgemi.com). Please be sure to include "M.Gemi x Pop and Suki Sweepstakes" in the subject line. All email entries must be received by Sponsors during the Entry Period. No mechanically reproduced entries are allowed and any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods. By entering this Sweepstakes, you are automatically subscribed to Sponsors' respective email list and will receive emails on new products, offers and more. You may unsubscribe from the list at any time by clicking on the "Unsubscribe" button at the bottom of such emails.

There is no limit on the number of online entries per entrant during the Entry Period. To be eligible, all submissions and posts must be received or available to Sponsors during the Entry Period. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the e-mail or Instagram account is currently registered (requiring confirmation by the email service provider). Neither the Sponsors nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for: (1) entries from persons residing, or

physically located, outside the United States of America; (2) entries that are altered, corrupted, delayed, deleted, destroyed, forged, fraudulent, garbled, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, mechanically duplicated, misdirected, multiple, mutilated, postage-due, stolen, tampered with, unauthorized, undelivered, unintelligible or otherwise not in compliance with these Rules; (3) lost, interrupted or unavailable network, server or other connections; (4) miscommunications; (5) failed phone, computer hardware or software or telephone transmissions; (6) technical failures; (7) unauthorized human intervention; (8) traffic congestion; (9) garbled or jumbled transmissions; (10) undeliverable emails resulting from any form of active or passive email filtering; (11) insufficient space in your email account to receive email; or (12) other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if any of the foregoing is caused by the negligence of any of the Releasees.

**3. Prize Drawing:** All Sweepstakes entries meeting the requirements of these Rules will be entered into the prize drawing, to be held on July 9, 2018. The one (1) Winner will be selected by a random drawing from all eligible entries received and the Sponsors' method for selecting the winner and final decision shall be final and binding.

**4. Prizes and Odds:** The prizes to be awarded from the Sweepstakes are as follows:

The Winner will receive:

- 1 pair of M.Gemi shoes (approximate value of \$198)
- 1 Pop and Suki bag (approximate value of \$195)

Winners are solely responsible for all federal, state, provincial and local taxes that apply to prizes. No cash or other substitution of prizes is permitted, except at the sole option of Sponsors for a prize of equal or greater value. Sponsors will not replace any lost or stolen prizes.

**5. Notification of Winners; Disqualification; Alternate Winners:** Winners will be notified by e-mail or Instagram direct message promptly after the drawing is concluded. At the sole discretion of Sponsors, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: (1) potential winner's failure to respond to the notification within two (2) days after notification is sent by Sponsors; (2) any automated undeliverable response to Sponsors from the submitted email address or Instagram account; (3) potential winner's failure to validly claim his or her prize within two (2) days after notice; (4) potential winner's failure to provide Sponsors with satisfactory proof of age, identity, eligibility and residency; (5) potential winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within seven (7) days after it is delivered; and (6) any other non-compliance with the Rules. In the event of a prize forfeiture, the Sponsors may, in their sole discretion, award or not award the forfeited prize to an alternate winner.

**6. Privacy Policy:** Any personal information supplied by you to Sponsors will be subject to the respective privacy policy of the Sponsors posted at <https://mgemi.com/terms-conditions.html> and <https://popandsuki.com/pages/privacy-terms>, respectively. All personal data an entrant submits will be subject to the Sponsors' Privacy Policy.

**7. General Conditions:** By entering, you agree to be bound by these Rules and the Instagram terms of use, privacy policy and other rules and guidelines (including those applicable to the impermissible posts), and agree that you will accept the Sponsors' decisions, which shall be final in all respects. You also agree that:

the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or the prizes; you release, indemnify and hold harmless the Sponsors, Instagram and their respective parents, affiliates, subsidiaries, directors, officers, employees, sponsors, and agents, including advertising and promotion agencies, and individual related and unrelated bloggers and other social commentators, from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel, or from any interaction with, or downloading of, electronic Sweepstakes information; if viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or other authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsors' control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, except where prohibited by law, Sponsors have the right, in their sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select winners by such method as Sponsors in their sole discretion shall consider equitable; or any condition caused by events beyond any Sponsor's control that may cause the Sweepstakes to be disrupted or corrupted; and any printing or typographical errors in any materials associated with the Sweepstakes. Sponsors reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes, in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Sweepstakes is compromised, without liability to the entrant. The Sponsors reserve the right to disqualify any winner, as determined by the Sponsors in their sole discretion.

All disputes, claims and causes of action at law or in equity (individually, a "Claim") arising out of or relating to this Sweepstakes, the meaning or interpretation of the Rules or any prize awarded shall be resolved by applying the laws of Massachusetts, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state. Any Claim shall be resolved individually, without resort to any form of class action; and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and he/she hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and all rights to have damages multiplied or otherwise increased. You acknowledge and agree that Sponsors maintain no control over any personnel, equipment or operation of any air, water or surface carrier, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prizes provided in connection with the Sweepstakes; and will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused by or contributed to: (1) the wrongful, negligent or unauthorized act or omission on the part of any Suppliers or any of their agents, servants, employees or independent contractors, (2) any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Releasees, and (4) any cause, condition or event whatsoever beyond the control of the Releasees. The invalidity or unenforceability of any provision of these Rules or any required documents pursuant to these Rules (e.g., Affidavit of Eligibility/Liability/Publicity Release, etc.) will not affect the validity or enforceability of any other provision. If any provision of the Rules or any required document is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsors' failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For entrants, to the extent there is a conflict between these Rules and any of Sponsors' rules or terms posted on its website, these Rules control. By entering the Sweepstakes, you hereby represent and warrant that you have read these Rules and are fully familiar with its contents.

8. **Publicity Release:** Except where prohibited by law, each winner of any prize consents to, and hereby grants Sponsors and their respective assigns, the unconditional right to use his/her name, city and state address, photo and/or likeness, voice, biographical and prize information, winning entry and statements about the Sweepstakes and/or live and taped performances of interviews for advertising any programming, publicity, and promotional purposes without compensation. All entries become property of Sponsors and none will be acknowledged or returned.

9. **Winner's List, Rules:** For a list of prize winners or a copy of these Rules, send your request and a stamped, self-addressed envelope to M.Gemi & Pop and Suki Sweepstakes, M.Gemi, 401 Park Drive, 9th Floor, Boston, MA 02215 or (for Winner's list only) send an email message to [social@mgemi.com](mailto:social@mgemi.com) with "M.Gemi x Pop and Suki Sweepstakes Winners List" as the email subject and contest name specified in the body of the e-mail.

10. **Sponsors' Address:**

- M.Gemi, 401 Park Drive, 9th Floor, Boston, MA 02215, Attention: Andiamo Sweepstakes
- Pop and Suki, 7904 Santa Monica Blvd, Suite 300, West Hollywood, CA 90046

Copyright 2018 RCW, Inc.