

Jambu Sweepstakes

OFFICIAL RULES

**NO PURCHASE OR PAYMENT REQUIRED TO ENTER OR WIN.
A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF
WINNING. ALTERNATE MEANS OF ENTRY AVAILABLE.**

- 1. ELIGIBILITY:** The Jambu Sweepstakes (öSweepstakesö) is open only to individuals who are (a) legal residents of the fifty (50) United States and the District of Columbia, and (b) at least eighteen (18) years of age and the age of majority in their state of residence at the time of entry. Employees of Jambu and their affiliate companies, or other companies associated with the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of any such employee, are not eligible to enter. The Sweepstakes is subject to all federal, state and local laws and regulations and is void where prohibited.
- 2. SPONSOR:** The Sweepstakes is sponsored by Jambu/Division of Vida Shoes International Inc., 29 West 56th Street, NY, NY 10019, USA. Entrant names and email addresses will be shared with Jambu & Co brands. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Twitter, YouTube, or Instagram.
- 3. AGREEMENT TO OFFICIAL RULES:** Participation in this Sweepstakes constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein in a timely manner.
- 4. ENTRY PERIOD:** The Sweepstakes begins at 12:00 am ET on May 17, 2017 and ends at 11:59 ET on May 30, 2017 (the öEntry Periodö). Entries submitted before or after the Entry Period will not be eligible.
- 5. ENTRY:** To enter, visit <http://jambu.com/jambu-southern-living-sweepstakes/> during the Sweepstakes period, complete the entry form including your valid email address and zip code. There is a limit of one (1) entry per person. If you enter or attempt entry more than the stated number of times or by any means except as permitted in these Official Rules, all of your entries will be voided and you will be ineligible to participate in the Sweepstakes. Proof of submission will not be deemed to be proof of receipt by Sponsor. Entries generated by script, macro, or other automated means are void.
- 6. DRAWING; ODDS; NOTIFICATION OF POTENTIAL WINNER(S):** After the Entry Period, Sponsor will select 1 potential winner in a random drawing of all eligible entries received. The odds of being selected depend on the number of eligible entries received. Sponsor will attempt to notify the potential winner by email within seven (7) days. If a potential winner cannot be reasonably contacted, verified, or confirmed after two (2) attempts (and further attempts at Sponsor's sole discretion), a prize is declined, or a potential winner is not eligible for award of a prize for whatever reason, an alternate potential winner may be randomly selected by Sponsor from all remaining eligible entries.
- 7. REQUIREMENTS OF THE POTENTIAL WINNER(S):** Potential winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to this Sweepstakes. You are not a winner of any prize unless and until your eligibility has been verified and you have been notified that verification is complete. Except where prohibited, potential winners may be required to timely complete and return an affidavit of eligibility (including a declaration of compliance with these Official Rules), a Form W-9 (for tax reporting purposes), a comprehensive liability waiver and publicity release, and/or other documents requested by Sponsor. If a potential winner fails to sign and return these documents within the required time period, an alternate potential winner may be selected in his/her place in a random drawing of all remaining eligible entries. Acceptance of any prize will constitute and signify winner's agreement and consent that Sponsor and their designees may use winner's name, city, state, likeness, opinion, and voice for promotional, advertising, or other purposes, worldwide, in any and all media now known or hereafter devised, including the internet, without limitation and without further payment, notification, permission or other consideration, except where and to the extent prohibited by law.

- 8. PRIZES:** One (1) prize will be awarded consisting of one (1) pair of Jambu shoes and a \$250 gift card. Approximate retail value \$350 USD. Prize is nontransferable, non-refundable, and cannot be redeemed for cash or credit, in whole or in part. Prize is awarded ðas isð with no warranty or guarantee, express or implied. Prize will be shipped to winnerð address within the U.S. No substitution may be made except Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize should be unavailable for any reason. Winner is responsible for payment of all applicable taxes and any and all other costs, fees, and expenses not listed above. Any prize details not specified above will be determined by Sponsor in their sole discretion. Prizes will be reported as income to the extent required by law. If the winner declines or fails to accept a portion of the prize, that portion is forfeited. Actual prize value may vary based on price fluctuations and other factors. Winner will not receive difference between actual and approximate retail value of prize.
- 9. GENERAL CONDITIONS:** Sponsor reserve the right to cancel, suspend, or modify the Sweepstakes if any fraud or other problem corrupts the administration, security, or proper play of the Sweepstakes, as determined by Sponsor in their sole discretion. In such event, Sponsor reserve the right to select a winner in a random drawing of the eligible entries received up to the time of the impairment or Sponsorð identification of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsorð failure to enforce any term of these Official Rules will not constitute a waiver of that provision. All activity arising out of and relating to the Sweepstakes is subject to verification and auditing for compliance with the Official Rules, and you agree to cooperate with Sponsor concerning verification and auditing. All references to an entrantð status as a ðwinnerð are subject to Sponsors verification and auditing. If verification activity or an audit evidences non-compliance of an entry or entrant with the Official Rules as determined by Sponsors in their sole discretion, Sponsors reserve the right to disqualify the entrant and remove the entry from the Sweepstakes at any time.
- 10. PRIVACY:** All personal information you submit as part of this Sweepstakes will be treated in accordance with the Jambu Privacy Policy accessible from <http://www.jambu.com/privacy-policy> . By participating in the Sweepstakes, you acknowledge and agree that all information and material, including any personal information provided in your entry materials, affidavits, and releases, will be shared with Sponsor agents, representatives, and other third parties involved in the execution, administration, or hosting of the Sweepstakes, and may be further publicized or released for promotional and compliance purposes. In the event of any conflict between these Official Rules and the terms of Sponsor Privacy Policy, these Official Rules will govern. As it relates to this Sweepstakes, you are providing your entry information to Sponsor and not to Facebook, Twitter, YouTube or Instagram.
- 11. LIMITATIONS OF LIABILITY; DISCLAIMERS/RELEASE:** By participating in the Sweepstakes, you agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including but not limited to, (a) any inaccurate information, whether caused by entrants or printing errors; (b) unauthorized human intervention in any part of the Sweepstakes; (c) technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware, or software; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (e) lost, delayed, stolen, damaged, incomplete, invalid, unintelligible, garbled, misdirected, mutilated, or undeliverable entries, all of which will be void; or (f) any injury or damage to persons or property including, but not limited to, death, which may be caused, directly or indirectly, in whole or in part, as a result of your participation in the Sweepstakes or receipt of any prize. If there is a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. The ðauthorized account holderð is the natural person assigned an email address by an internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the email address. You may be required to show proof of being an authorized account holder. Sponsor and their subsidiaries, affiliates, distributors, and retailers, and all of their respective advertising and promotional agencies, representatives, shareholders, employees, contractors, officers, directors, and agents, as well as all social media sites (collectively, the ðReleased Partiesð) expressly disclaim any and all warranties of any kind (whether express, implied, statutory or otherwise), including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Under no circumstances will the Released Parties be held responsible or liable for your use of the information and/or products provided and/or made

available through the Sweepstakes or for errors or anomalies resulting in the unintended or erroneous participation, award of prize, or other benefits under these official rules. Released Parties offer no assurances, guarantees, or warranties that the Sweepstakes will be uninterrupted or error-free and do not guarantee the accuracy or reliability of any information obtained through the Sweepstakes. Released Parties will not be liable or responsible for damages of any kind related to your participation in or inability to participate in the Sweepstakes, whether the damages are direct, indirect, incidental, special, or consequential. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you in whole or in part.

- 12. DISPUTES:** Except where prohibited, you agree that (a) any and all disputes, claims and causes of action arising out of, or connected with the Sweepstakes or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York; (b) any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of any other entrant or Sponsor in connection with the any portion of the Sweepstakes, will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of New York. By participating in the Sweepstakes, you agree that New York will be the exclusive forum for any formal dispute resolution.