

Sunkiss “Rose Bowl Promotion” Terms & Conditions

1. NO PURCHASE IS NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

2. PROMOTION PERIOD: The “Rose Bowl Promotion” (the “Promotion”) takes place from 10:00 a.m. Pacific Standard Time (“PST”) on December 14, 2018 and ends at 12:00 p.m. PST on December 19, 2018 (“Promotion Period”).

3. HOW TO ENTER AND ENTRY DEADLINES: To be eligible to enter or win, fans must either share the Sunkiss Rose Bowl Contest Post or tag another person in the comments section on Facebook or Instagram. Fans must also provide name and email address on the Sunkiss website in order to be notified if they have won. These two conditions constitute an Entry (“Entry”). The Sponsor will randomly select 1 (one) Entry at the end of the contest.

4. ELIGIBILITY. To enter the Promotion, you must be at least eighteen (18) years old at the time of Entry. There are no restrictions on geographic area in regards to where participants reside, but participants must be a University of Washington Huskies fan, student, alumni, or live in Washington State. This Promotion is void where prohibited or restricted by law. Eligibility will be determined by the Sponsor, in its sole discretion.

5. GENERAL REQUIREMENTS FOR ENTRIES. Each contestant accepts the terms of these Official Rules and releases content of their Entry to the Sponsor to be used at the sole discretion of Sponsor and its affiliated companies. In the event of a dispute as to the identity of the owner of the Entry, the authorized account holder of the Facebook account from which the Entry originated will be deemed to be the Entry. Contestants should retain a copy of their submission for the Promotion.

6. DISQUALIFICATION. If an Entry is incomplete or does not comply with the specifications and rules described herein, or if the Entry submitted does not comply with the required specifications, then the Entry may be disqualified at Sponsor’s sole discretion.

7. SELECTION OF WINNER. On December 19, 2018 Sunkiss will randomly draw an entry and notify the winner via email by 5:00 PM (PST). The Winner has until 5:00 p.m. PST on December 20, 2018 (Deadline) to claim their prize and must provide sponsor with their legal name and their guest’s name. If the winner doesn’t claim by the Deadline, the sponsor will randomly draw another Winner who will have until 5 p.m. PST December 21, 2018 to claim their prize, provide their legal name and name their guest. Any Winner unable to attend the game on the specific dates is ruled ineligible to win. In such event, the prize may be awarded to another eligible entrant through another random drawing by the Sponsor.

8. GRAND PRIZE. One Entry will be selected as the Winner, who will receive the Prize of Admission for 2 (two) to the Rose Bowl football game on January 1st, 2019. Prize Value of \$400. The Prize Winner shall be solely responsible for all federal, state or local taxes, sales tax, surcharges, service charges, processing and handling fees, and for any other costs that are not specifically provided for herein. All details and other restrictions of Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion.

The approximate odds of winning the Prize depend on the number of eligible entries.

9. RELEASES/TAXES. Except where prohibited by law, participation in the Promotion constitutes permission to use Winner's name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation. All federal, state

or other tax liabilities (including income taxes) arising from the award of a prize contained in this Promotion will be solely the responsibility of the Winner.

10. **WINNER NOTIFICATION AND ACCEPTANCE**. Winner will be notified by email. All prizes are non-transferable and have no cash equivalent and cannot be exchanged by a Winner for cash or any other form of consideration. Sponsor reserves the right in its sole discretion to substitute any prize with a prize of comparable value. Sponsor is not responsible for Winner limitations that prevent acceptance or use of a prize or for prize utility, quality or otherwise.

11. **PARTICIPATION**. Participation in the Promotion constitutes an agreement by each contestant to comply with the Official Rules. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Promotion as solely determined by Sponsor. If the Promotion is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the control of Sponsor that corrupts or impairs the administration, security, fairness, or proper operation of the Promotion, Sponsor reserves the right in its sole discretion to disqualify any contestant deemed responsible for such corruption or impairment, and to suspend, modify or terminate the Promotion. If the Promotion is terminated prior to the stated deadline, Sponsor reserves the right to award prizes based on the entries existing before the termination date. Decisions of Sponsor are final on all matters relating to this Promotion.

12. **LIMITATIONS OF LIABILITY**. By participating in the Promotion, contestant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any prizes awarded, shall be resolved individually without resort to any form of class action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorney's fees; and (3) under no circumstances will any contestant be permitted to obtain any award for, and contestant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

13. **GENERAL RELEASE**. By participating in the Promotion, contestant and their guest, releases Sponsor and any affiliates, directors, officers, members, professional advisors, supervisory committee members, employees and agencies (collectively, the "Released Parties") from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Winner agrees to sign an affidavit of eligibility and release form.

Neither Facebook Inc. nor Instagram, Inc. sponsor, endorse or administer this Promotion and are in no way associated with it. Any person who participates in the Promotion agrees to release, discharge, and hold harmless Facebook Inc. and Instagram, Inc. from any claims, costs, injuries, losses or damages arising out of or in connection with the Promotion or acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Any and all information provided in order to enter the Promotion is provided solely to the Sponsor and not to Facebook Inc. or Instagram, Inc.

14. **MISCELLANEOUS**. Sponsor reserves the right to make changes in the Official Rules which changes, if any, will become effective upon announcement. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and

obligations of any contestant and Sponsor, shall be governed, construed and interpreted under the laws of Washington state, without giving effect to any choice of law or conflict of law rules or provisions (whether of Washington state or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Washington. The invalidity or unenforceability of any provision of the Official Rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not included.

Sponsor uses the online platforms for Facebook, Inc. and Instagram, Inc. solely for promotion of the Promotion. This Promotion is in no way supported, organized or sponsored by either Facebook, Inc. or Instagram, Inc. The information you provide is given to Sunkiss and will be used only for the purposes of this Promotion. It will not be passed on to Facebook, Inc. or Instagram, Inc.

15. **FORCE MAJEURE**. Sponsor reserves the right to change, suspend, or cancel the Promotion if, in Sponsor's sole discretion, intervening circumstances warrant such change, suspension, or cancellation. Intervening circumstances include without limitation the interruption, preemption, or cancellation of Sponsor 's programming owing to conditions beyond Sponsor 's control, such as flight cancellation by the airline or tour company, strikes, labor disputes, war, insurrection, revolution, terrorism, riot or other civil disturbance, earthquake, fire, flood, pandemic or other natural disasters, governmental restrictions, embargoes or other exercises of governmental authority, unavailability of supplies, components, or material, or any other cause beyond Sponsor 's control.

16. **PROMOTION SPONSOR**. The Sponsor of the Promotion is Sunkiss LLC, "Rose Bowl Promotion", 734 Bellevue Ave E, Seattle WA 98102. For a winner's list or if you have any questions about the Promotion, please send written questions to Sunkiss LLC, "Rose Bowl Promotion", 734 Bellevue Ave E, Seattle, WA 98102.