

## West Tenth Instagram Storefront Product Giveaway (the "Campaign")

### RULES AND REGULATIONS

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open to legal residents of the fifty (50) United States who are 18 years of age or older as of the date of entry. Employees, officers, directors, representatives and agents of W Tenth Co. ("W10"), their affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively, the "Campaign Parties"), and immediate family members and/or those living in the same household of the Campaign Parties are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, you ("You") agree to be fully and unconditionally bound by these Rules and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of W10 as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted online starting on Wednesday, September 4<sup>th</sup>, 2019 at 12:00 p.m. PST, and ending Tuesday, September 10<sup>th</sup>, 2019 at 11:59 p.m. PST.

4. How to Enter: During the Campaign Period, an Instagram post will be posted on the W10 Instagram page [<https://www.instagram.com/w10th/>]. To be eligible to earn an entry in The Campaign, You must follow the account @W10th and comment on the applicable Instagram Entry post by tagging a friend's valid Instagram handle. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of W10. You may enter by following and commenting only once during the Campaign Period. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of W10.

5. Prize: One winner of the Campaign (the “Winner”) will win one of the following Prize Options, which the winner at their sole discretion may select: a hand stamped necklace, a gift basket, or a smudge kit. Approximate retail value of each the Prize Options is \$50. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by W10. No cash or other prize substitution shall be permitted except at W10 discretion. The prize is nontransferable. Any and all prize-related expenses not expressly listed as part of prize, including travel expenses and hotel, and without limitation to any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. Acceptance of prize constitutes permission for W10 to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of W10 on or about September 11<sup>th</sup>, 2019. Winner will be notified by Instagram comment on the Instagram Entry post within one (1) hour following selection of Winner. W10 shall have no liability for Winner’s failure to receive notices due to privacy settings, notification errors or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 24 hours from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT W10’S SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering content in this Campaign (e.g., photo, video, text, etc.), You understand and agree that the Campaign Parties, anyone acting on behalf of the Campaign Parties, and their licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations,

and promotional purposes without any further compensation, notice, review, or consent. By entering content in this Campaign, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of W10. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the Campaign Parties from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the Campaign Parties may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: W10 reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond W10's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, W10 may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by W10. W10 reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. W10 has the right, in its sole discretion, to maintain the integrity of the Campaign, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made W10 reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless the Campaign Parties, Instagram and their subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof including any travel related thereto; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network,

hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Campaign; (v) electronic or human error in the administration of the Campaign or the processing of entries. Campaign Parties make no warranty, guaranty, or representation of any kind concerning any prize and disclaim any implied warranty.

11. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND YOUR STATE OF RESIDENCE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in your state having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the W10 website. To read the Privacy Policy, visit <http://bit.ly/W10PrivacyPolicy> .

13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to:

W10 Marketing

4470 W Sunset Blvd #90387

Los Angeles CA 90027

Requests must be received no later than September 30, 2019.

14. Sponsor: The sponsor of the Campaign is W10.

4470 W Sunset Blvd #90387

Los Angeles CA 90027

The Campaign is sponsored by W10 and is in no way sponsored, endorsed or administered by, or associated with, Instagram. You understand that the information You are providing is being provided to W10 and not to Instagram.