

## OFFICIAL SWEEPSTAKES RULES

### 1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Spafinder Sweepstakes (the "**Sweepstakes**") begins on March 19, 2018 at 12:00am Eastern Time and ends on April 30, 2018 at 11:59pm Eastern Time (the "**Sweepstakes Period**"). The Sweepstakes is jointly run by Spafinder, Inc. and Blackhawk Network. (the "**Sponsors**"). For the purposes of the Sweepstakes, the "**Sweepstakes Group**" is composed of the Sponsors and their respective affiliates and related companies, including without limitation their parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Sweepstakes, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Sweepstakes and their respective officers, directors, employees, agents, and other representatives.

### 2. ELIGIBILITY

The Sweepstakes is open to legal residents of the United States who have reached the age of majority in the state, province or territory in which they reside as of the date of entry. Excluded from eligibility are officers, directors, employees, agents and representatives of Sponsors, affiliated or related companies, agencies, suppliers of the materials and services related to this Sweepstakes, and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and sales representatives.

### 3. HOW TO ENTER

NO PURCHASE NECESSARY. Internet access and valid email account required. Online entry through the Sweepstakes Website only; no other means of submission will be accepted. To enter the Sweepstakes, go online to [www.spafinder.com/run](http://www.spafinder.com/run) (the "**Sweepstakes Website**") during the Sweepstakes Period and follow the instructions to enter the Sweepstakes by completing the entry form, including your first name, last name and email address. You will also be required to confirm that you have read, understood and agree to abide by these Official Sweepstakes Rules. Once completed, click "Submit" and you will receive one (1) Entry into the Sweepstakes. Limit: One (1) Entry per person & email address during the Sweepstakes Period. A person can only use one email address to enter. Each entry must be submitted by the entrant him or herself. Entrant may only use one (1) email address in connection with this Sweepstakes. Any attempt to exceed the maximum number of Entries per person is a violation of these Official Sweepstakes Rules and may result in disqualification. Use of automated devices is prohibited; automated Entries (including but not limited to Entries submitted using any robot, script, macro or other automated service) are not permitted and may result in disqualification. For the purposes of this Sweepstakes, "day" is defined as any calendar day during the Sweepstakes Period.

### 4. HOW TO WIN

On or about May 1, 2018 (the "**Draw Dates**"), a random draw will be conducted from all Entries received during the Sweepstakes Period. There is one (1) prize available to be won. See Prize Claim Conditions in Rule 5 below. Odds of being selected as eligible to win a prize in this Sweepstakes will depend on the total number of eligible Entries received during the Sweepstakes Period.

### 5. PRIZE CLAIM CONDITIONS

On the Draw Date identified in Rule 4 above, an entrant will be selected at random. Selected entrant will be notified by email address within approximately forty-eight hours of the applicable Draw Date at the email address provided by the entrant during entry. Please check your email and Spam filters. The selected entrant may also be required to complete and return to Sponsors (or its authorized agent) by

the deadline specified in the documents an affidavit/ written declaration and release form, releasing the Sweepstakes Group from any liability in connection with this Sweepstakes or the acceptance, possession, use or misuse of any prize, or the merchandise for which it is redeemed. Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within seven (7) business days of first attempt by Sponsors or Sponsors' agent, failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner or other non-compliance with these Official Sweepstakes Rules may result in disqualification, forfeiture of the prize and, at Sponsors' sole discretion, selection of an alternate eligible entrant for the forfeited prize, who will be subject to disqualification in the same manner.

## **6. PRIZES**

There is one (1) prize available to be won as follows: one (1) individual winner will receive a \$250 Spafinder gift card. Total approximate retail value of prize is \$250.

Prize will be delivered only to verified winner. ARV determined as of March 26, 2018. Prices are subject to change; retailers may sell for less. Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; however, the Sweepstakes Group reserves the right to substitute a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a prize, or any component of any prize, cannot be awarded for any reason. Sponsors will not replace any lost or stolen prizes. Sponsors make no representations or warranties with respect to any prize. Prize includes delivery to one (1) Email address only, as supplied by selected winner. Any other costs or expenses associated with the prize will be the responsibility of selected winner. For a list of winners, send a self-addressed stamped envelope by May 1, 2018 to Spafinder, Inc., Miami Mercedes Benz Corporate Run Sweepstakes Winners List, 78 SW 7th Street, Suite 500, Miami, FL 33130.

Spafinder, Inc. will deliver the prize to a winner located in the United States.

## **7. PERSONAL INFORMATION**

Sponsors and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Sweepstakes for the purposes of administering the Sweepstakes and prize fulfillment. By entering this Sweepstakes, you consent to such collection, use, and disclosure of your personal information. You will also be offered the opportunity to receive additional email communications from Sponsors about its products and upcoming promotions. You may choose to stop receiving emails anytime by following the unsubscribe instructions or accessing the email preferences in your account. The Sweepstakes Website is hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States.

By accepting a prize, winner agrees to Sponsors' use of his/her name, city of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsors may conduct relating to the Sweepstakes in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. Aggregate and/or anonymized Sweepstakes winner information may be used by the Sponsors to communicate about the Sweepstakes to its retailers and distributors.

For further information about Sponsors' privacy practices, please see Sponsors' Privacy Policy at: <https://www.spafinder.com/blog/landing/blackhawk-privacy-policy/>

## **8. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY**

Sponsors reserves the right, to terminate, suspend or modify this Sweepstakes, or these Official Sweepstakes Rules, in whole or in part, at any time and without notice or obligation if, in Sponsors' sole opinion, any factor interferes with its proper conduct as contemplated by these Official Sweepstakes

Rules. Without limiting the generality of the foregoing, if the Sweepstakes, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsors, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsors may, in their sole discretion, void any suspect Entries and: (a) terminate the Sweepstakes, or any portion thereof; (b) modify or suspend the Sweepstakes, or any portion thereof, to address the impairment and then resume the Sweepstakes, or relevant portion, in a manner that best conforms to the spirit of these Official Sweepstakes Rules; and/or (c) award the Prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

## **9. GENERAL CONDITIONS**

Winning a prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Sponsors and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Sweepstakes Rules. Decisions of Sponsors and/or any independent Sweepstakes judging organization will be final and binding on all matters pertaining to this Sweepstakes. Sweepstakes is subject to all applicable federal, state, provincial and municipal laws as applicable. Void where prohibited. Sponsors reserve the right to correct any typographical, printing, computer programming or operator errors. Sponsors' failure to enforce any term of these Official Sweepstakes Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Sweepstakes Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Sweepstakes Rules is determined to be invalid or otherwise unenforceable, then the Official Sweepstakes Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsors his/her prize, or the cash value thereof. Sponsors reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Sweepstakes and/or Sweepstakes Website, violates the Official Sweepstakes Rules, or acts with intent to annoy, abuse, threaten or harass any other person. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSORS RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of the person who submitted any Entry, the authorized account holder of the e-mail address submitted at entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

## **10. LIMITATIONS OF LIABILITY AND RELEASES**

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT SWEEPSTAKES GROUP HAS NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS AGAINST, ANY LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM (A) ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES, INCLUDING ACCESS TO AND USE OF THE SWEEPSTAKES WEBSITE, (B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY, OR (C) THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, INCLUDING THE MERCHANDISE FOR WHICH IT IS REDEEMED. Some jurisdictions do not allow

the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Sweepstakes Group and any of Sponsors' other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Sweepstakes Website users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of submissions in the Sweepstakes; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Sweepstakes judging organization or Sponsors for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Sweepstakes; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.