

Official Sweepstakes Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING.

1. **Eligibility:** The Sweepstakes is only open to legal residents of the United States who are at least eighteen (18) years of age as of the date of entry and is void where prohibited by law. Employees of Bath Makeover by Shugarman's, Inc. dba Shugarman's Bath ("Shugarman's Bath"), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. **Agreement to Rules:** By participating, the Contestant ("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 Shugarman's Bath as final and binding as it relates to this Sweepstakes.

3. **Sweepstakes Period and Entry:** THE SWEEPSTAKES IS OPEN AND ENTRIES ARE ACCEPTED FROM DECEMBER 1st THROUGH DECEMBER 31st. With your purchase of a tub or shower remodel, you are automatically entered into the drawing for 1 of 12 prizes. The entry must fulfill all Sweepstakes 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 Shugarman's Bath. 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 Shugarman's Bath.

4. **Alternative Means of Entry:** If no purchase is made, you must send a letter or postcard to: Shugarman's Bath Santa Sweepstakes 1154 Morena Blvd., San Diego, CA 92110. The entry must fulfill all Sweepstakes 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 Shugarman's Bath. 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 Shugarman's Bath.

5. **Prize:** The Winner(s) of the Sweepstakes will receive the prize as announced each day of the Sweepstakes. The estimated value of the prizes will range from \$50 - \$500. Shugarman's Bath reserves the right to substitute any listed prize. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Shugarman's Bath. No cash or other prize substitution shall be permitted except at Shugarman's Bath's sole discretion. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent

by Winner is permitted. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. Acceptance of prize constitutes permission for Shugarman's Bath 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. Each entrant has an equal odd of winning.

7. Winner Selection and Notification: THE SWEEPSTAKES WILL BE OPEN AND ENTRIES WILL BE ACCEPTED FROM DECEMBER 1ST THROUGH DECEMBER 31ST. CONFIRMATION E-MAILS OF ELIGIBILITY (*I.E.*, A HOMEOWNER LIVING WITHIN THE TERRITORY WITH VERIFIED CONTACT INFORMATION) WILL THEN BE SENT TO ALL THOSE WHO SUBMITTED ENTRY FORMS THROUGHOUT THE COURSE OF DECEMBER. OUT OF THE CONFIRMED, QUALIFIED ENTRIES, TWELVE (12) WINNERS WILL BE SELECTED AT RANDOM FROM DECEMBER 26th THROUGH JANUARY 6th BY AN EMPLOYEE OF SHUGARMAN'S BATH. Winner(s) will be notified by email, phone, text message or alternative methods described in the Sweepstakes notification and such notification may be posted on social media. Shugarman's Bath shall have no liability for a Winner's failure to receive notices due to spam, junk email or other security settings or for a Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within two (2) days 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 Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SHUGARMAN'S BATH'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this Sweepstakes, You understand and agree that Shugarman's Bath, anyone acting on behalf of Shugarman's Bath, and Shugarman's Bath's 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, submission form, documents attached to the submission form, name, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

9. Terms & Conditions: Shugarman's Bath reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Shugarman's Bath's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Shugarman's Bath may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Shugarman's Bath. Shugarman's Bath 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 Sweepstakes or website or violates these Terms & Conditions. Shugarman's Bath has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes 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 Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by a Contestant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Shugarman's Bath 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 Shugarman's Bath and its 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 Contestant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (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 Promotion; or (v) electronic or human error in the administration of the Sweepstakes or the processing of entries.

11. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, 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 Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California 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 attorney's fees, other than participant's actual out-of-pocket expenses (*i.e.* costs associated with entering this Sweepstakes). 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 posted on the Shugarman's Bath website, <https://shugarmansbath.com/privacy-policy/>

13. Winners List: You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: Shugarman's Bath Sweepstakes, 1154 Morena Blvd, San Diego, California 92110.

14. The Sponsor of the Sweepstakes is Shugarman's Bath, 1154 Morena Blvd, San Diego, California 92110.

15. The Sweepstakes is hosted by Shugarman's Bath.

16. By entering the Sweepstakes, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.