

## **Test Your Attractiveness Knowledge Official Rules**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### **1. Eligibility**

Test Your Attractiveness Knowledge (the "Contest") is open only to legal residents of the fifty (50) United States (and the District of Columbia), who are eighteen (18) or older at the time of entry. Void where prohibited. Employees and directors of SP Industries, Inc., 661 Route 23 South, Wayne, New Jersey 07470 (the "Sponsor") and its subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Contest and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Contest or receive the prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Contest.

### **2. Timing**

Contest begins May 1, 2016 at 12:01 a.m. Eastern Time and ends on May 31, 2016 at 11:59 p.m. Eastern Time ("Contest Entry Period"). Sponsor is the official time keeper for this Contest.

### **3. How to Enter**

During the Contest Entry Period go to <https://www.surveymonkey.com/r/howattractive> and complete the online game form by providing the required information on the registration page and completing the game questions (the "Submission"). Limit one (1) entry per person during the Contest Entry Period. Entrants may only use one email address to enter the Contest. You are not permitted to share the same email address with another entrant. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will be void and your entries and you will be disqualified. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries all of which will be ineligible to win a prize. In the event of a dispute as to any entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners of any prize may be required to show proof of being the authorized account holder to be awarded the prize. All entries become the sole and exclusive property of Sponsor and will not be returned or cancelled.

### **4. Submission Requirements**

The Submission must comply with the following requirements: (i) the contest form must be completed in its entirety; (ii) the Submission cannot itself be in violation of any law; and (ix) the Submission must otherwise be in compliance with these Official Rules. Sponsor reserves the right, in its sole discretion, to

disqualify any Submission that Sponsor believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content.

## **5. Winner Determination**

After the end of the Contest Entry Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the entries with the highest number of correct answers.

In the event of any tie with more than 3 entries, a random drawing of 3 winners as determined by the qualified judges in their sole discretion, will be selected from among the tied entrants as the potential prize winners. Odds of winning depend on the number of eligible entries received during the Contest Entry Period and the quality of the Entries.

POTENTIAL WINNERS WILL BE NOTIFIED BY PHONE AND/OR EMAIL AND WILL BE REQUIRED TO RESPOND WITHIN FIVE (5) DAYS OF NOTIFICATION. Potential winners must follow the initial prize claim instructions and any subsequent claim instructions, or the prize will be forfeited in its entirety. Sponsor's decisions as to the administration and operation of the Contest and the selection of the potential winner is final and binding in all matters related to the Contest.

**6. POTENTIAL CONTEST WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE CONTEST.**

## **7. Verification of Potential Winners**

In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or prize is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) potential winner is found to be ineligible to enter the Contest or receive the prize, or (d) potential winner cannot or does not comply with the Official Rule and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received.

## **8. Grand Prizes**

Three (3) grand prizes will be awarded. Each grand prize winner will receive their choice of (1) of the magnetic bead separation racks. Approximate retail value of each prize is \$300. No cash equivalent for the prize, prize are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

## **9. Entry Conditions and Release**

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Contest; (b) defend, indemnify, release and hold harmless the Sponsor and its respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses,

and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winners acknowledge that all prizes are awarded as-is without warranty of any kind.

#### **10. Publicity**

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

#### **11. General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### **12. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error in the administration of the Contest or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of each prize will be awarded.

#### **13. Disputes**

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any

form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New Jersey State Court located in Wayne County, New Jersey; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

#### **14. Entrant's Personal Information**

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <https://www.belart.com/corporate/about/privacy-policy/>

#### **15. Contest Results**

For Contest results send an email to [marcom@belart.com](mailto:marcom@belart.com) with the subject line stating: "Winners List – Test Your Attractiveness Knowledge". Requests for the winner list must be received by within 60 days of the end of the Contest Entry Period.