Official Rules for MyJewelryBox.com

1 Carat Diamond Engagement Ring & Band Set Giveaway Sweepstakes NO PURCHASE NECESSARY TO ENTER OR TO WIN.

A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

The MyJewelryBox.com's 1 Carat Diamond Engagement Ring & Band Set Sweepstakes is a \$2000 Princess Cut Diamond Engagement Ring and Wedding Band Set 1 Carat (ctw) in 10K White Gold giveaway, running from November 20, 2014 until December 25, 2014 begins at 12:01 AM Eastern Time ("ET") and ends at 11:59 PM ET. The Sweepstakes is subject to these Official Rules except as expressly stated otherwise. No purchase necessary to enter or win. A purchase or payment will not increase your chances of winning. The Promotion is sponsored by MJB Marketing, Inc. through its brand, MyJewelryBox.com., 12 Nepco Way, Plattsburgh, NY, USA 12903 (the "Sponsor").

- 1. **Eligibility:** The Sweepstakes is open only to legal residents of the United States of America (excluding Rhode Island) and the District of Columbia who are lawful U.S. residents, and are 18 years of age or older at the start of the Sweepstakes and who satisfy all other eligibility requirements contained herein or applicable by law ("Entrants"). Officers, directors and employees of Sponsor, and each of their respective parents, affiliates, subsidiaries, divisions, advertising and promotion agencies, and each of their "Immediate Family Members" (as defined below) and/or "Household Members" (as defined below) of any of the above are not eligible to enter or win. For purposes of the Sweepstakes, "Household Members" shall mean those people, whether or not related, who share the same residence at least three months a year and "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Void where prohibited.
- 2. **Mandatory Facebook Disclosure:** This Sweepstake is in no way sponsored, endorsed or administered by, or associated with. Facebook. You are providing your information to Sponsor and not to Facebook.
- 3. How to Enter the Sweepstakes: To enter the Sweepstakes, access the MyJewelryBox.com's Facebook fan page website at www.facebook.com/MyJewelryBox.com (the "Website") during the Promotion Period and click on the MyJewelryBox Win \$2000 1 Carat Diamond Engagement Ring tab and follow all instructions to fully and accurately complete the entry form and be entered in the applicable Promotion. When the Facebook permissions box opens, you must click yes to allow the application to access your information described in the box. A separate form page will appear where you will be required to input your name and email address to complete your entry in the Sweepstakes. You will not be automatically entered into the Sweepstakes by only clicking on the "Like" button. The order of these steps may vary.

Limit: Only one entry per Promotion Period. One grand prize will be awarded to a single person and/or email account. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the e-mail account governing the e-mail address was opened. Sponsor is not responsible for late, incomplete, void, corrupted, garbled, misdirected, or otherwise unintelligible entries and for any problems, bugs or malfunctions Entrants may encounter when submitting their entry. Incomplete, garbled, corrupted or otherwise illegible entries are void and will not be accepted. Sponsor reserves the right to disqualify false entries or entries suspected of being false and to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official Rules.

- Odds: Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.
- 6. **Prizes:** Subject to verification of eligibility and compliance with these Official Rules, one (1) grand prize will be available during the Promotion Period \$2000 Princess Cut Diamond Engagement Ring and Wedding Band Set 1 Carat (ctw) in 10K White Gold ("**Prize**"). Approximate Retail value is \$2000. Standard terms and conditions may apply.
- 7. Winner Selection Methodology: During each Daily Promotion Period, once eligible Entrants complete the entry process, and press "submit," they will be notified immediately if, subject to verification and compliance with these Official Rules, they have won the Prize for that Daily Promotion ("Notification"), which will be selected based on additional entries via referrals or other randomization method. Each participant acknowledges and agrees that the verification decisions of the Sponsor shall be final, binding and conclusive in all matters relating to the Sweepstakes. Only the type of prize described in these Official Rules will be awarded. If, due to mechanical errors or for any reason, more potential winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. In no event will more than the advertised prize be awarded.
- 8. **Winner Notification; Prize Conditions:** Sponsor is not responsible for bugs, browser malfunction, or any other technical problems in connection with the Notification. To claim your Prize, you must respond according to the instructions in your Notification. Winner will be notified via email. If any potential Prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable Prize for any reason prior to award, such potential Prize winner will be disqualified and an alternate winner may be selected.

A Princess Cut Diamond Engagement Ring and Wedding Band Set 1 Carat (ctw) in 10K White Gold will be awarded only if the potential Prize winner fully complies with these Official Rules. All portions of the Prize are non-assignable and non-transferable. Any Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstake materials are for illustrative purposes only. All details and other restrictions of the Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. The ARVs of the Prize listed above are subject to Price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the applicable Prize is awarded or redeemed. Any difference between actual value and actual retail value will not be awarded. No transfer, or cash or other substitution of Prizes allowed except by Sponsor who may substitute a prize or prize component of comparable or greater value at Sponsor's discretion. Prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable Prize. The potential Prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). Prize may be forfeited if the Prize winner: (i) cannot be reached; (ii) does not respond to the Notification within the time provided herein; (iii) fails to obtain all signatures on the Prize Claim Documents and to return the documents in a timely manner as required pursuant to these Official Rules; or (iv) cannot accept or receive the Prize for any reason. Non-compliance with these Official Rules may result in disqualification.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Sweepstakes. <u>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING</u>

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

- 9. Publicity: By participating in the Sweepstakes, any Entrant in the Sweepstakes, irrevocably grants the Sponsor and their respective successors, assigns and licensees, the right to use such Entrant's, name, likeness, biographical information in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the Sweepstakes or other promotions, and hereby release the Sponsor from any liability with respect thereto and without further compensation, unless prohibited by law.
- 10. General Conditions: By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules, Any portion of the Promotion may be canceled, suspended and/or modified, in whole or in part, if in our opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. You may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW. INCLUDING CRIMINAL PROSECUTION.
- 11. General Release/Limitations of Liability: By entering this Sweepstake, each Entrant agrees to release, discharge, indemnify and hold harmless Sponsor, Facebook, and each of their respective parent companies, affiliates and subsidiaries, retailers, divisions, advertising and promotion agencies, and all others associated with the development and execution of this Sweepstake, and each of their respective officers, directors, employees, representatives, agents, shareholders, successors and assigns (collectively "Releasees") from and against any and all claims, damages, disability, attorneys' fees, losses, actions, injuries, causes of action of any kind, expenses and costs, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind that in any way now or hereinafter may arise from or relate to the Sweepstakes, including, without limitation, in connection with or resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the prize, (iii) use of any facility, service and/or accommodation related to the prize, or (iv) participation in any Sweepstakes -related activity or participation in this Sweepstake. The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Without limiting the generality of the foregoing, Releasees are not responsible for computer malfunctions, network connections, email delivery problems, systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in your internet service, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications. Without limiting the foregoing, in the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be regired. Sponsor shall have the

right to modify, suspend, or terminate the Sweepstakes. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

- 12. Information/Privacy: All information entered by Entrants in connection with the Sweepstakes becomes the property of Sponsor and will not be acknowledged or returned. Entry information may be shared with Sponsor's promotional partners and to the extent required for Prize fulfillment purposes. Sponsor may engage other third party application providers and vendors to administer certain aspects of the Sweepstakes, including, without limitation, the online collection of entry information. Proof of entering information on the Website or third party application is not considered proof of delivery to, or receipt by, Sponsor of such entry. Other such third parties will provide your personally identifiable information to Sponsor, who, except as set forth herein, will use such information in accordance with its online privacy policy, available at www.myjewelrybox.com and any other such third parties may also use your information for their own independent purposes in accordance with their own independent privacy practices. Sponsor is not responsible for the storage or any use of your entry information by any other such third parties.
- 13. **Disputes:** Disputes regarding these Official Rules and/or this Sweepstake will be governed by the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules that would cause the application of any other state's laws. By participating in this Sweepstake, each entrant agrees that any and all disputes, claims and causes of action arising out of or in any way related to this Sweepstake shall be resolved individually, without resort to any form of class action, and exclusively by a court having competent jurisdiction located in Los Angeles, California. Decisions of Sponsor are binding and final. In the event of a dispute as to any entry, the authorized account holder of the email address used to conduct a search will be deemed to be the entrant. No claimant in any dispute involving Sponsor shall be entitled to seek, claim or obtain indirect, punitive, incidental or consequential damages. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision.
- 14. **Sweepstakes Results:** For any legally required winners' list and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to MyJewelryBox.com's 1 Carat Diamond Engagement Ring & Band Set Giveaway Sweepstakes c/o MyJewelryBox.com's Marketing Department, Oren Pollak, 12 Nepco Way, Plattsburgh, NY, USA 12903