## SCENTSY

## Indigo Giveaway Rules

- NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. SCENTSY CONSULTANTS ARE NOT ELIGIBLE TO WIN.
- 2. **SPONSOR:** The sponsor of the sweepstakes is Scentsy, Inc., through its brand, Scentsy, 2701 E. Pine Avenue, Meridian, Idaho 83642. By participating in the sweepstakes, each entrant unconditionally accepts and agrees to comply and abide with these Sweepstakes Rules and the decisions of Scentsy, which shall be final and binding in all respects.
- 3. **TERM:** The Indigo Sweepstakes begins May 2, 2016, and ends May 8, 2016, at 11:59 p.m. (MT). Email addresses must be submitted on the Indigo Sweepstakes landing page to enter. By submitting an entry, each entrant agrees to the rules of the sweepstakes and states that they are 18 years old or older.
- 4. **ELIGIBILITY:** This sweepstakes is open to Scentsy fans of the 50 United States of America and the District of Columbia, Canada and Puerto Rico who are 18 years of age or older at the time of entry. Scentsy Consultants, employees of Scentsy, Inc., members of employees' immediate families (spouses, children, siblings, parents) and persons living in the same household as employees' or employees' immediate family members are not eligible to participate in the sweepstakes. Scentsy, Inc., will determine the winner's eligibility in Scentsy, Inc.'s, sole and absolute discretion.
- 5. **HOW TO ENTER:** Submit your name and email address on the Indigo Sweepstakes (Giveaway) submission form by 11:59 p.m. (MT) May 8, 2016. Each person is only allowed one entry.

Submissions that violate or infringe upon another person's rights, including but not limited to copyrights and trademark rights, are not eligible. By entering the sweepstakes, you agree to indemnify Scentsy, Inc., from any claims arising from the use of your entry, including but not limited to copyright or other intellectual property infringement, infringement of right of publicity or any other moral rights or rights of authorship your submission may infringe.

By submitting your email address while entering the sweepstakes, you give Scentsy, Inc., permission to contact you at that email address to notify you of the sweepstakes winners. Any and all submissions become the property of Scentsy, Inc.

Scentsy, Inc., reserves the right to edit and publish any grammatical or spelling errors in the entry. If you submit any creative suggestions, ideas, notes, drawings, concepts, designs, original artwork or other information, you assign to Scentsy, Inc., all of your rights in and to them without compensation or payment of any kind. For more information, view Scentsy Standards.

- 6. ENTRY DEADLINE: All sweepstakes entries must be submitted by 11:59 p.m. (MT) May 8, 2016.
- 7. **WINNERS:** 100 winners will be selected at random with the following conditions:
  - Only one entry per person.
  - Must be a valid email address.
  - Scentsy Consultants are not eligible.

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The winners will be announced via email on May 9, 2016. Sweepstakes winners must submit their shipping address by May 22, 2016. The sweepstakes prizes will be shipped no later than June 22, 2016.

The sweepstakes is void where prohibited or restricted by law. Scentsy, Inc., reserves the right to cancel the contest or modify these rules at its discretion, without further notice. In the event of a dispute regarding the winner, Scentsy, Inc., reserves the right to award or not award prizes in its sole and absolute discretion. Scentsy, Inc., reserves the right to disqualify any entrant whose entry or conduct appears in Scentsy's sole and absolute discretions to: inhibit the enjoyment of others, tamper with the competition, violate these rules, infringe on the rights of third parties or act in an unsportsmanlike or disruptive manner. Scentsy, Inc.'s, decisions are final.

- 8. **PRIZE:** The winners will receive one *Indigo* set and one *Parlor* Warmer. Prizes will be shipped directly to the winners. Prizes may not be exchanged or returned for any monetary amount. Scentsy, Inc., reserves the right to substitute or change any prize for reasons including, but not limited to, product availability.
- 9. NOTICE TO WINNERS: Scentsy, Inc., will notify the winners by emailing them directly. If, despite reasonable efforts, a potential winner does not respond within ten (10) days of the first notification attempt (or such shorter time as exigencies may require), or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if she or he has not complied with these Sweepstakes 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.
- 10. PUBLICITY RELEASE: Entry into this sweepstakes constitutes the winner's grant of permission for Scentsy, Inc., to use the winner's name, photograph, likeness, voice, biographical information statements, address (city and state) and sweepstakes submission for advertising and/or publicity purposes worldwide and in all forms of media now known or thereafter developed, in perpetuity, without further compensation.
- 11. GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE SWEEPSTAKES RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SCENTSY IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S OR COUNTRY'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE DISTICT COURT FOR THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHIO, IN AND FOR THE COUNTY OF ADA.
- 12. **GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entrants agree that Scentsy, Inc., (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the sweepstakes or any sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Scentsy,

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Inc., assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by participating in the sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Scentsy is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, internet service providers, websites or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Scentsy reserves the right in its sole discretion to disqualify and ban from any future promotions any individual who is found to be tampering with the entry process or the operation of the contest, to be acting in violation of these Sweepstakes Rules, or to be acting in an unsportsmanlike 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 Scentsy reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Scentsy reserves the right to modify, extend, suspend, or terminate the sweepstakes if it determines, in its sole discretion, that the sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Scentsy's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Scentsy is prevented from awarding prizes or continuing with the sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Scentsy's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required. Scentsy shall have the right to modify, suspend, extend or terminate the sweepstakes. Only the type and quantity of prizes described in these Sweepstakes Rules will be awarded. These Sweepstakes Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Scentsy. Unless otherwise stated in these Sweepstakes Rules, the invalidity or unenforceability of any provision of these Sweepstakes Rules shall not affect the validity or enforceability of any other provision. Unless otherwise stated in these Sweepstakes Rules, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Sweepstakes 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.

13. **WINNER'S LIST:** To obtain any legally-required winners list (after the conclusion of the sweepstakes) or a copy of these Sweepstakes Rules, send a self-addressed envelope with the proper postage affixed to: Scentsy, Attn: Digital Engagement & Awareness, 2701 E. Pine Avenue, Meridian, Idaho 83642. Please specify "winners list" or "Sweepstakes Rules" and the name of the sweepstakes.