SPORT CLIPS® "MVP MOMENT MAKER" PROMOTION OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE CHANCES OF WINNING.

- 1. ELIGIBILITY: The Sport Clips® "MVP Moment Maker" Promotion (the "Promotion") is open only to individuals who are living within, and are legal residents of the 50 United States and DC who are at least 18 years of age as of the date of participation. Employees, officers and directors of Sport Clips, Inc. ("Sponsor"), Promotion Mechanics, Inc. ("Administrator"), their parents, subsidiaries, franchisees, affiliates, advertising/promotion agencies, promotional suppliers (aforementioned individuals and organizations collectively, the "Promotion Parties"), and the immediate family members (spouse, siblings, and children, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible. Void where prohibited by law.
- 2. PROGRAM DESCRIPTION: The Promotion begins at 12:00:00 A.M. Eastern Time ("ET") on February 22, 2016, and ends at 4:59:59 P.M. ET on March 31, 2016. The Promotion consists of an Online Instant-Win Game and a Grand Prize Sweepstakes, as defined below. Prizes are not awarded in Sport Clips stores. You are not a winner until Sponsor verifies your applicable entry and/or prize claim, and you have fully complied with these Official Rules.

3. INSTANT-WIN GAME:

- 3a. INSTANT-WIN GAME CARDS: Eligible Sport Clips customers will receive one (1) official MVP Moment Maker Game Card ("Game Card") with their receipt for services at participating Sport Clips locations between February 22, 2016 and March 20, 2016 or until supplies are exhausted, whichever occurs earlier. To receive a Game Card without purchase, visit a participating Sport Clips location during its hours of operation between February 22, 2016 and March 20, 2016 and request a free Game Card from the store staff, while supplies last. Limit one (1) Game Card per person, per day.
- **3b. TO PLAY THE ONLINE INSTANT-WIN GAME:** With the side of a coin, gently rub off the scratch-off area on your Game Card to reveal an entry code. To play, visit mvpmoment.com (the "Website") and follow the site instructions to provide the code from your Game Card and any other requested information by 4:59:59 P.M. ET on March 31, 2016. If a valid winning message and prize description are displayed to you at the Website as a result of your eligible Online Instant-Win Game play, you are the potential winner of the prize specified (subject to verification of your Online Instant-Win Game play, your eligibility, and your continued compliance with these Official Rules) and you may follow the prize claim process described in Section 3d below. If a non-winning message is displayed, you have not won an Online Instant-Win Game prize. Entry codes act as a "key" to allow access to the Online Instant-Win Game, but do not affect the determination of winners; see Section 3c below for means of Online Instant-Win Game winner determination. **Limit one (1) Online Instant-Win Game Play per entry code.** Multiple participants are not permitted to share the same email address. Online Instant-Win Game participants may also enter the Grand Prize Sweepstakes as described in Section 4a below. The Online Instant-Win prize claim deadline is 4:59:59 P.M. ET on March 31, 2016.
- 3c. ONLINE INSTANT-WIN GAME PRIZES/ODDS OF WINNING: Five (5) Apple Watch Sport™, approximate retail value ("ARV") \$400. Five (5) Amazon Echo Bluetooth Speaker, ARV \$180. Five (5) NVIDIA® SHIELD™ Tablet/Controller, ARV \$260. Five (5) Fitbit Charge HR™ Activity Tracker, ARV \$145. Two Hundred Fifty (250) Sponsor's choice of \$100 prepaid gift card or \$100 in tools. Four Hundred Eighty (480) Sponsor's choice of \$50 prepaid gift card or \$50 in tools. Seventeen Hundred Fifty (1,750) Free MVP Haircut, ARV \$30. In Sponsor's sole discretion, the Free MVP Haircut prize may be awarded in the form of a prepaid gift card. The total number of Game Cards available for distribution is 3,000,000. The Website will apply a random process to determine which Online Instant-Win Game plays will award the available Online Instant-Win Game prizes. Odds of winning an Online Instant-Win Game prize depend on the number of participants and the order in which they participate. The total ARV of all available Online Instant-Win Game prizes is \$106,425.
- 3d. TO CLAIM AN ONLINE INSTANT-WIN GAME PRIZE: To claim an Online Instant-Win Game Prize, follow the instructions provided to you at mvpmoment.com following your winning Online Instant-Win Game play, by 4:59:59 P.M. ET on March 31, 2016. Be sure to retain your original corresponding Game Card for your records. Sponsor reserves the right to require Online Instant-Win Game participants to mail the original Game Card (which contains the entry code corresponding to the applicable winning Online Instant-Win Game play) to Sponsor or its designee upon request, as an additional step in the prize claim verification process. Online Instant-Win Game winners will be confirmed by phone, email or mail within 4-6 weeks following the end of the Promotion. All claims are subject to verification and are void if the result of an error or if Game Card or entry code is forged, reproduced, not legitimately obtained, mutilated, illegible, incomplete, or otherwise in error or tampered with. You are not the winner of an Online Instant-Win Game prize until your claim has been verified and you have complied with the Official Rules. Unclaimed Online Instant-Win Game prizes will be not be awarded. See Section 5 below for additional prize details and restrictions. The \$10,000, \$7,500, \$5,000, and \$2,500 prizes are only available through the Grand Prize Sweepstakes and are not available through the Online Instant-Win Game; see Section 4 for Grand Prize Sweepstakes entry details. Upon successful Online Instant-

Win Game prize claim, each winner of an Online Instant-Win Game prize will automatically receive one (1) entry into the Grand Prize Sweepstakes.

3e. ADDITIONAL ONLINE INSTANT-WIN GAME DETAILS: Game Cards and codes are void if not obtained in accordance with these Official Rules. or if any part is forged, illegible, counterfeited, incomplete, mechanically reproduced, photocopied, altered, mutilated or tampered with in any way, reproducted, photocopied, antered, inditated of tampered with that way, or if they contain printing, production, typographical, mechanical or other errors. Sponsor will have no liability for Game Cards containing printing, production, typographical, mechanical or other errors, except the Sponsor may replace such Game Cards with other Game Cards, while supplies last. In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules, at any prize level. If, due to a printing, production, typographical, mechanical, technical, or other error the number of prize claims received is greater than the listed number of prizes at any prize level, such listed number of prizes (or in Sponsor's sole discretion, the number of available prizes remaining at such prize level, at the time such error is discovered) will be awarded in a random drawing from among all eligible entrants who: [a] submit a legitimate prize claim for that level; and [b] have not already received one of the applicable prizes prior to the discovery of such error. An entrant will only be deemed the winner of a prize once his/her eligibility and the validity of his/her entry have been verified by Sponsor or its designee, regardless of any online message displayed in connection with such entrant's participation in the Promotion. No prize will be awarded in connection with any participation that occurs while the Website is not operating according to Sponsor's intention.

4. GRAND PRIZE SWEEPSTAKES:

- 4a. TO ENTER THE GRAND PRIZE SWEEPSTAKES: As described above in Section 3d, each winner of an Online Instant-Win Game prize will automatically receive one (1) entry into the Grand Prize Sweepstakes upon successful Online Instant-Win Game prize claim. If you are not an Online Instant-Win Game prize winner but wish to enter the Grand Prize Sweepstakes, follow the instructions provided to you at mypmoment.com (following your non-winning Instant-Win Game play) to complete your Grand Prize Sweepstakes entry by 4:59:59 P.M. ET on March 31, 2016. If you do not have a Game Card, see Section 3a above for details on how to obtain one. There is a limit of one (1) Grand Prize Sweepstakes entry per entry code. Entries made by any means which subvert the entry process will be void. See Section 4b below for means of Grand Prize Sweepstakes winner determination. Late entries will be void and ineligible.
- 4b. GRAND PRIZE SWEEPSTAKES RANDOM DRAWING/ODDS OF WINNING: On or about April 15, 2016, an independent judging organization will select the potential Grand Prize Sweepstakes winners in a random drawing from among all eligible Grand Prize Sweepstakes entries received. Potential Grand Prize Sweepstakes winners will be notified by mail, overnight courier, email and/or phone at the postal address/email address/phone number provided with entry. Actual means of notification will be determined by Sponsor in its sole discretion. Odds of winning a prize in the Grand Prize Sweepstakes depend on the number of eligible Grand Prize Sweepstakes entries received. See Section 5 below for additional prize details and restrictions.
- 4c. GRAND PRIZE SWEEPSTAKES PRIZES: One (1) First Grand Prize: \$10,000; One (1) Second Grand Prize: \$7,500; One (1) Third Grand Prize: \$5,000; One (1) Fourth Grand Prize: \$2,500. Each Grand Prize Sweepstakes prize will be awarded in the form of a check made payable to the winner. Limit one Grand Prize Sweepstakes prize per household. The total ARV of all Grand Prize Sweepstakes prizes is \$25,000.
- 5. ADDITIONAL PRIZE DETAILS AND RESTRICTIONS: All taxes on prizes (including without limitation Federal, state and local taxes) and all expenses related to acceptance and use of prizes and not specified are sole responsibility of the prize recipients. No prize transfer. No prize substitution, in whole or in part, except by Sponsor due to prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor in which case a prize of comparable or greater value will be awarded. Any prize details not specified above will be determined by the Sponsor in its sole discretion. Prize recipients will be notified by email, phone, postal mail and/or express mail at Sponsor's sole discretion. Prize recipients may be required to complete an affidavit of eligibility, a liability release, and (where legal) a publicity release, which must be returned within seven (7) days of attempted notification or an alternate winner may be selected. Further, Sponsor reserves the right to require potential winners to submit to a confidential background check to confirm eligibility as a condition of participation, to help ensure that the use of any such person in advertising or publicity will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Promotion, as determined by Sponsor in its sole discretion. Any participant may be disqualified in Sponsor's sole discretion if: (a) any required documents are not completed and returned within the required time period; (b) if any background check is deemed unsatisfactory in Sponsor's sole discretion; (c) he/she fails to comply with any of the terms of these Official Rules, or (d) if any prize or prize notification is returned as undeliverable. In the event of disqualification of a winner, assuming there is sufficient time available for winner notification and verification, at Sponsor's sole discretion the prize may be awarded to an alternate winner randomly selected from among the remaining eligible entries, pending verification of eligibility. No responsibility is assumed by Sponsor for any incorrect postal address, email address or phone number associated with an entry, or any change of address, email or phone number of entrant after entry/prize claim submission.
- **6. GENERAL CONDITIONS:** Participation in the Promotion constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding. If any potential winner is 18 or older, as is required for entry, but not of the age of majority in state of residence, potential winner's Parent must ratify and sign any and all documents

required of potential winner, at Sponsor's sole discretion. Prize claims, Game Cards, entries, and related information become the exclusive property of Sponsor upon submission. Sponsor is under no obligation to correspond about entries nor will entries be acknowledged or returned. Proof of delivery of an entry or prize claim will not be deemed to be proof of actual receipt by Sponsor. The Promotion Parties are not responsible for and shall not be liable for: (a) electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or for any human, typographical, printing or other error relating to or in connection with the Promotion, including, without limitation, errors which may occur in the administration of the Promotion, processing of entries; the announcement of the prizes or in any Promotion–related materials, (b) failed, incomplete, garbled, or delayed computer transmissions; (c) late, lost, garbled, misdirected, incomplete, stolen, delayed, misdirected or postage-due entries, prize claims, or mail; (d) inaccessibility of any website in whole or in part for any reason; (e) damage to entrants' or any person's computer or other equipment or the contents thereof; or (f) any condition caused by events that may cause the Promotion to be disrupted or corrupted. In the event of any conflict between any Promotion details contained in these Official Rules and Promotion details contained in any Promotion advertising materials, the details of the Promotion as set forth in these Official Rules shall prevail. In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; (b) award the prizes from among the applicable eligible entries and/or prize claims received up to the time of the impairment; or (c) proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Although Sponsor attempts to ensure the integrity of the Promotion, Promotion Parties are not responsible for the actions of participants or other individuals in connection with the Promotion, including participants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Promotion. Any attempt by any person to obtain more Sweepstakes entries or Game Cards than the maximum number permitted, using multiple/different identities or any other methods including entry automation, macros, or scripts will void all of that person's Sweepstakes entries and/or prize claims. Sponsor reserves the right, at any time and at its sole discretion, to disqualify and/or deem ineligible to participate in this Promotion or any future Sponsor promotion, any individual it suspects: (a) to be tampering with the entry process or the operation of the Promotion; (b) to be acting in violation of these Official Rules; (c) to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (d) to have failed to agree to these Official Rules; or (e) to be in violation of these Official Rules. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE PROMOTION SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Screen shots or any other purported evidence of winning will not be accepted in place of Sponsor's own methods of winner verification. In the event of a dispute as to any online entry, the authorized account holder of the email address used to participate will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to 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 email address. Internet entry must be made by the entrant only at the authorized web site address(es) listed in these Official Rules Entries may not be made by any other individual or any entity, and/or originating at any other Internet website or email address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites

- 7. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Promotion, you agree to forever and irrevocably release, discharge and hold harmless the Promotion Parties, together with the respective parents, officers, directors, employees, representatives, agents, shareholders, successors and assigns of each (aforementioned individuals and organizations collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers software, or telephone or network lines; (c) printing errors or any errors made in the advertisement of the Promotion; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Promotion, the processing of entries or prize claims, or the announcement of prizes; (f) 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 Promotion or receipt of any prize; or (g) any condition caused by events beyond the control of the Sponsor that may cause the Promotion to be disrupted or corrupted. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees. You hereby waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Released Parties expressly disclaim any responsibility or liability for injury or loss to any person or property resulting from the Promotion or relating to the delivery and/or subsequent use or misuse of any prizes awarded. Without limiting the foregoing, the Promotion, all prizes, and all materials are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 8. INDEMNITY: You agree to indemnify and hold the Released Parties harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Released Parties due to or arising out of your entry, or your conduct in creating an entry or otherwise in connection with this Promotion, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation.
- 9. PUBLICITY: By participating in the Promotion, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, likeness,

picture, address (city and state), voice, biographical information, entry and written or oral statements, for advertising and promotional purposes in promoting or publicizing the Promotion, Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), biographical information, or entry.

- 10. PRIVACY: Information submitted in connection with the Promotion will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), available via mvpmoment.com, provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. By participating in the Promotion, you agree that Sponsor may share your personal information with the Released Parties for the purpose of verification and prize fulfillment in the event that you are a potential winner.
- 11. DISPUTES: Except where prohibited, by participating in the Promotion you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Williamson County, Texas; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; (c) under no circumstances will you be permitted to obtain awards for and you hereby waive 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; and (d) your remedies are limited to a claim for money damages (if any) and you irrevocably waive any right to seek injunctive or equitable relief. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.
- 12. SEVERABILITY/HEADINGS: If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- 13. RULES REQUESTS: To receive a copy of these Official Rules by mail, send a self-addressed, stamped envelope to: Sport Clips® "MVP Moment Maker" Promotion Official Rules, PO Box 3000, Georgetown, TX 78627. Requests must be received by May 30, 2016.
- **14. PROMOTION RESULTS:** To find out who won, send a self-addressed stamped envelope to: Sport Clips® "MVP Moment Maker" Promotion Winners, PO Box 3000, Georgetown, TX 78627. Requests must be received by May 30, 2016.

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