## SPORT CLIPS® "VALENTINE'S DAY GAMEPLAN" SWEEPSTAKES OFFICIAL RULES

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

1. ENTRY PERIOD/ELIGIBILITY: The Sport Clips<sup>®</sup> "VALENTINE'S DAY GAMEPLAN" Sweepstakes (the "Sweepstakes") begins at 8:00 A.M. Eastern Time ("ET") on 1/23/17, and ends at 5:00 P.M. ET on 2/8/17. Sweepstakes is open to legal residents of the 50 United States and the District of Columbia (the "Eligibility Area") who are at least 18 years of age as of the date of participation. Employees, officers and directors of Sport Clips, Inc. ("Sponsor"), its parents, subsidiaries, franchisees, affiliates, advertising/promotion agencies, and promotional suppliers (aforementioned individuals and organizations collectively, the "Sweepstakes 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 outside the Eligibility Area, and where prohibited by law.

2. TO ENTER: To enter, visit <u>www.sportclips.com/valentine</u>, then follow the site instructions to provide requested information and submit your entry so it is received by Sponsor's server by 5:00 P.M. ET on 2/8/17. There is a limit of one (1) entry per person/email address, per day. Entries and related information become the exclusive property of Sponsor upon submission. Entries will be disqualified if they are late, incomplete, and/or in excess of the stated entry limits. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed or similar methods will be void. By participating, participants warrant and represent that they agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding.

**3. RANDOM DRAWING/ODDS OF WINNING:** On or about 2/10/17, sponsor will select the potential Grand Prize winner in a random drawing from among all eligible Sweepstakes entries received. Odds of winning depend on the number of eligible entries received. See below for prize description and additional details.

**4. GRAND PRIZE:** One (1) Grand Prize will be made available, consisting of: One (1) PlayStation 4 Bundle to include one (1) PlayStation 4 Console, one (1) PlayStation VR Headset, one (1) PlayStation Camera and one (1) PlayStation Move Controller; One (1) 1-800-FLOWERS \$150 gift card; One (1) \$200 Visa Gift Card; One (1) \$500 Marriott Hotel Gift Card; One (1) \$300 Sport Clips Gift Card for a year of free haircuts; One (1) Male Grooming Kit and One (1) Female Grooming Kit. The total approximate retail value ("ARV") of the Grand Prize is \$2200.00.

The total ARV of all Sweepstakes prizes is \$2,200.00. Limit one prize per household. See Section 5 below for additional details and prize restrictions.

5. WINNER NOTIFICATION AND GENERAL PRIZE RESTRICTIONS: The potential winner will be notified by phone and/or email on or about 2/10/17, to verify their eligibility and ability to accept the prize, and to obtain complete contact information. If a potential winner is not available or if there is no answer at the time any notification telephone call is made, a phone message will be left (if possible). Any such phone message or email will instruct the potential winner to call a specified telephone number or reply by email within forty-eight (48) hours after the time that the applicable notification attempt was made. Potential winner must reply as instructed to identify him/herself, confirm his/her eligibility and ability to accept the prize, and provide his/her complete contact information within such forth-eight (48) hour period, or he/she will be disqualified. In Sponsor's sole discretion, a potential winner may only be notified one time as set forth above for attempted prize notification. A potential winner may subsequently be required to complete a notarized affidavit of eligibility, a liability release, and (where legal) a publicity release, which must be returned within the time period specified in potential winner's notification letter. Further, for tax reporting purposes, any potential winner of a prize valued at \$600 or more will be required to provide Sponsor or its designee with a completed IRS W-9 form before the prize will be awarded. Proof of identity, age, and legal residence may be required to claim a prize. Any winner or potential winner may be disqualified in Sponsor's sole discretion if: (a) he/she fails to provide any required information or properly completed documents within the required time period; (b) he/she fails to comply with any of the terms of these Official Rules; or (c) if any prize or prize notification is returned as undeliverable, any voicemail or message left is not returned, or any forms sent to a potential winner are not timely returned as instructed. In the event of disgualification of a winner, at Sponsor's sole discretion the prize may be awarded to an alternate winner selected from among the remaining applicable eligible entries via the means of winner determination described herein, pending verification of eligibility. If any prize remains unclaimed after three (3) potential winners have been notified for that prize, the prize (or portion of prize) may remain unawarded, in Sponsor's sole discretion. No responsibility is assumed by Sponsor for any incorrect or missing postal address, email address or phone number associated with an entry, nor for any change of address, email or phone number of entrant after entry submission. Any prize details not specified herein will be determined by the Sponsor in its sole discretion. No prize transfer or cash redemption. Unless otherwise specified herein, no prize substitution except at Sponsor's sole discretion due to 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. All other costs and expenses associated with acceptance

and use of a prize not specified herein as being awarded are winner's sole responsibility. Sponsor will not replace any lost, damaged or stolen prizes. 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 recipient.

6. GENERAL CONDITIONS: 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 or legal guardian must ratify and sign any and all documents required of potential winner, at Sponsor's sole discretion. Sponsor is under no obligation to correspond about entries nor will entries be acknowledged or returned. Proof of delivery of an entry will not be deemed to be proof of actual receipt by Sponsor. The Sweepstakes 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 Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, processing of entries; the announcement of the prizes or in any Sweepstakes-related materials, (b) failed, incomplete, garbled, or delayed computer transmissions; (c) late, lost, garbled, misdirected, incomplete, stolen, delayed, misdirected or postage-due entries 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 Sweepstakes to be disrupted or corrupted. In the event of any conflict between any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes advertising materials, the details of the Sweepstakes as set forth in these Official Rules shall prevail. In the event that the operation, security, or administration of the Sweepstakes 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 Sweepstakes to address the impairment and then resume the Sweepstakes 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 Sweepstakes, Sweepstakes Parties are not responsible for the actions of participants or other individuals in connection with the Sweepstakes, 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 Sweepstakes. Sponsor reserves the right, at any time and at its sole discretion, to disgualify and/or deem ineligible to participate in this Sweepstakes or any future Sponsor promotion, any individual it suspects: (a) to be tampering with the entry process or the operation of the Sweepstakes; (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 SWEEPSTAKES SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 Sweepstakes, you agree to forever and irrevocably release, discharge and hold harmless the Sweepstakes Parties and any person or entity involved in the fulfillment of the prize trip or related events, 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 Sweepstakes or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (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 Sweepstakes; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes, 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 Sweepstakes or receipt of any prize; or (g) any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes 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 Sweepstakes, 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 Sweepstakes or relating to the delivery and/or subsequent use or misuse of any prizes awarded. Without limiting the

foregoing, the Sweepstakes, 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 noninfringement.

8. PUBLICITY: By participating in the Sweepstakes, 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 Sweepstakes, 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.

**9. PRIVACY:** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), available via <u>www.sportclips.com</u>; 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 Sweepstakes, 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.

**10. DISPUTES:** Except where prohibited, by participating in the Sweepstakes you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes 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. 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 Sweepstakes, 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.

**11. 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.

**12.** WHO WON?: To find out who won, send a self-addressed stamped envelope to: Sport Clips<sup>®</sup> "VALENTINE'S DAY GAMEPLAN", Sweepstakes Winner, PO Box 3000, Georgetown, TX 78627. Requests must be received by 4/10/17.

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Any third party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes.