

**2019 SPORT CLIPS® HOLIDAY HALFTIME SWEEPSTAKES  
OFFICIAL RULES**

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

**1. ELIGIBILITY:** The 2019 Sport Clips Holiday Halftime Sweepstakes (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 13 years of age as of the date of participation. If you are under the age of majority in your jurisdiction of residence (a "Minor"), you must obtain permission from your parent or legal guardian ("Parent") before participating in the Promotion. 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. All determinations of eligibility will be made by Sponsor/Administrator in their sole discretion, and such decisions may be made at any time. Sport Clips store personnel do not have the authority to determine eligibility of entrants or to select/notify prize winners. Void where prohibited by law.

**2. PROGRAM DESCRIPTION:** The Promotion begins at 12:00:00 AM Central Time ("CT") on November 25, 2019 and ends at 11:59:59 PM CT on December 15, 2019 (the "Entry Period"). For the purposes of awarding the Daily Prizes as described below in Section 4, the Entry Period is further divided into "Days", where each Day begins at 12:00:00 AM CT and ends at 11:59:59 PM CT on each calendar day of the Entry Period. Eligible entries received on a particular Day will be carried forward into any subsequent daily drawing(s). You are not a winner until Sponsor/Administrator verifies your applicable entry and you have fully complied with these Official Rules.

**3. TO ENTER: There are two ways to enter the Promotion:**

- A. To enter automatically by using the Sport Clips Online Check-in System ("Check-In Entry"):** You will receive one (1) entry into the Promotion when you use your account on the Sport Clips Online Check-in System (either via [www.sportclips.com/checkin](http://www.sportclips.com/checkin) or the Sport Clips App) to check in yourself or a guest during the Entry Period, and then the applicable service is completed and paid for that Day at a participating Sport Clips store during its regular business hours. Note that the registered account holder of the applicable Sport Clips account associated with a particular Check-In Entry will be deemed the entrant, as determined by Sponsor/Administrator in their sole discretion. Sport Clips accounts are free to create at [www.sportclips.com/checkin](http://www.sportclips.com/checkin) (click "Login/Register" then "Sign up Here"), or within the Sport Clips App (download the app via [www.sportclips.com/check-in/apps](http://www.sportclips.com/check-in/apps) or from your device's application store, then click "Sign up Here"). If a particular Sport Clips account is used in connection with more than one qualifying check-in/purchase during a particular Day, only the first check-in/purchase that Day will result in an entry (subject to the overall entry limit stated below). For the avoidance of doubt, the specific service(s) purchased at a participating Sport Clips location will NOT affect an entrant's ability to enter the Promotion or their odds of winning a prize in the Promotion. If credit card or debit card is presented as the payment method but is not accepted by the Sport Clips location or is later voided at any time prior to prize award due to insufficient funds, unauthorized transaction or for any other reason, no entry will be received.
- B. To enter without purchase ("Free Online Entry"):** Visit the website [www.sportclips.com/holidayenter](http://www.sportclips.com/holidayenter) during the Entry Period, provide the required entry information on the Promotion entry form, and submit the entry form so it is received no later than 11:59:59 PM CT on December 15, 2019. In the event of a dispute as to the identity of the entrant associated with a Free Online Entry, the registered account holder of the email account associated with the entry, at time of submission, will be deemed to be the entrant, as applicable. The "registered account holder" is the natural person assigned to the applicable email account by the email service provider.

**Limit one (1) entry per person/email address, per Day, regardless of method of entry.**

*For all entrants/entries:* PARTICIPATING IN THE PROMOTION CONSTITUTES YOUR AGREEMENT THAT YOU HAVE READ AND AGREE TO THESE OFFICIAL RULES AND THE SPORT CLIPS' PRIVACY POLICY, AND AGREE TO BE BOUND BY THEM. Entries will be disqualified if they are late, incomplete and/or in excess of the stated entry limit. Sponsor's computer will be the official time clock for the Promotion. The use of any device or technique to automate participation in this Promotion, including but not limited to, participation using any bot, macro, script, hack, on-line sweepstakes service or form-filling software (or any other devices or techniques intended to automate any part of

participation in the Promotion) is prohibited. Participation by any means which subvert the participation process as described herein will be void. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, irregular in any way, or otherwise not in compliance with these Official Rules. If Sponsor or its designee, in its sole discretion, determines that any participant has used any device or technique to automate or subvert the participation process or participation limits, all participation by that participant will be void and future participation attempts by the participant at issue may be blocked. All submitted information becomes property of Sponsor and will not be returned. Any acknowledgment of receipt of entry by Sponsor does not constitute any representation as to eligibility, selection as a potential prize winner nor is it otherwise binding upon Sponsor in any respect. Proof of submission of entry does not constitute proof of receipt of entry. Potential winners may be required to show proof of being the applicable registered account holder. In the event a dispute regarding the identity of the entrant associated with a particular entry cannot be resolved to Sponsor's/Administrator's satisfaction, the affected entry will be deemed ineligible. Entrants are solely responsible for internet access and usage charges incurred during participation in the Promotion, if any. Note that free internet access is available at most public libraries. If you opt to use a wireless mobile device to submit an entry, data rates and other charges may apply; check with your mobile carrier for rates/details.

**4. RANDOM DRAWINGS/PRIZE DESCRIPTION/ODDS OF WINNING:** Administrator (an independent judging organization) will conduct a total of twenty-one (21) random drawings, each to select the winner of one (1) Daily Prize from among the eligible entries received prior to the end of a particular Day of the Promotion. Each such drawing will occur within approximately two (2) business days following a particular Day of the Promotion. Each Daily Prize will consist of one (1) \$500 prepaid debit card. Any prize details not specified will be determined by Sponsor in its sole discretion; including, but not limited to, the issuer of the prepaid debit card. For the avoidance of doubt, it is anticipated that the Promotion will award a total of twenty-one (21) Daily Prizes (one Daily Prize for each of the 21 Days of the Promotion). The approximate retail value of each Daily Prize is \$500. The total approximate retail value of all prizes offered in the Promotion is \$10,500. **Limit one Daily Prize per household/address.** Eligible entries received on a particular Day will be carried forward into any subsequent daily drawing(s). The odds of winning a Daily Prize depend on the number of eligible entries received prior to the end of each Day of the Promotion. Use of debit card is subject to the terms printed and/or referenced thereon. See Section 5 below for additional prize restrictions.

**5. WINNER NOTIFICATION AND ADDITIONAL PRIZE RESTRICTIONS:** Each potential winner will be notified by email or phone, at Sponsor/Administrator's sole discretion. A 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 three (3) full business days following attempted notification (measured in the local time zone), or he/she may be disqualified and an alternate winner selected as set forth above. If any potential winner is a Minor, the applicable prize will be awarded to the potential winner's Parent, who must fulfill all requirements of a winner under these Official Rules. Potential prize recipients may further be required to complete a declaration of eligibility, a liability release, and (where legal) a publicity release, which must be returned within the time period specified at the time of such request. Proof of identity, age, and legal residence may be required to claim a prize. Any participant may be disqualified in Sponsor's/Administrator's sole discretion if: (a) he/she fails to reply or to provide any required information or properly completed documents within the required time period (as applicable); (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. In the event of disqualification of a winner, at Sponsor's sole discretion the prize may be awarded to an alternate winner randomly selected from among the remaining applicable eligible entries, pending verification of eligibility. No responsibility is assumed by the Released Parties (as defined below in Section 7) 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. 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 herein are sole responsibility of the prize recipients. No prize transfer. No prize substitution 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. All other costs and expenses associated with acceptance and use of a prize not specified as being awarded are the sole responsibility of the winners. Sponsor will not replace any lost, damaged or stolen prizes. Winners should expect to receive their prizes by mail within approximately 2 to 4 weeks following winner verification. Prizes will only be shipped to an address in the 50 United States or Washington, DC.

**6. GENERAL CONDITIONS:** Participation in the Promotion constitutes entrant's (and if entrant is a Minor, entrant's Parent'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 in all respects. 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 returned. 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 or misdirected entries or prize claims; (d) inaccessibility of any website in whole or in part for any reason; (e) damage to entrants' or any person's computer, mobile device or other equipment or the contents thereof; or (f) any condition caused by events that may cause the Promotion to be disrupted or corrupted (including at participating Sport Clips locations). 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 as well as any natural disaster, civil disturbance or governmental action which interferes with the offering of the Promotion, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion (that is, the website, app, and/or at participating Sport Clips location[s]) 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 for drawing(s) for affected Day(s) of the Entry Period from among the applicable eligible entries received for such affected day(s) 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, Released Parties (as defined in Section 7 below) 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. 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 or attempting to defraud Sponsor and/or Administrator in conjunction with participation in 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 (including but not limited to Sport Clips service providers and/or Sport Clips patrons); (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/Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Internet entry must be made by the entrant only at the authorized web site address listed in these Official Rules.

**7. RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Promotion, you (and if you are a Minor, your Parent) 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) errors in the administration of the Promotion, the processing of entries or prize claims, or the announcement of prizes; (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion or receipt of any prize; or (f) any condition caused by events beyond the control of the Sponsor that may cause the Promotion to be disrupted or corrupted. Except where prohibited, you (and if you are a Minor, your Parent) 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 (if any), and in no event shall the Released Parties be liable for attorney's fees. Except where prohibited, you (and if you are a Minor, your Parent) 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:** By participating in the Promotion, you (and if you are a Minor, your Parent) 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 your participation in 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 (and if you are a Minor, your Parent) grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, city, state, and prize information, 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 (and if you are a Minor, your Parent) 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, city, state, and prize information.

**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 <https://sportclips.com/about-us/privacy-policy>; 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 (and if you are a Minor, your Parent) agree that Sponsor may share your personal information in accordance with Sponsor's Privacy Policy) and with Administrator for the purpose of winner determination (and for winner verification and prize fulfillment in the event that you are a potential winner.

**11. DISPUTES:** Except where prohibited, by participating in the Promotion you (and if you are a Minor, your Parent) 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 Texas State court located in Williamson County, Texas or the U.S. District Court for the Western District of Texas/Austin Division; (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 (if any) 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. PROMOTION RESULTS:** To find out who won, send a self-addressed stamped envelope to: Sport Clips® 2019 Holiday Halftime Sweepstakes Winners, 110 Sport Clips Way, Georgetown, TX 78628. Requests must be received by February 17, 2020.

Sponsor: Sport Clips, Inc., 110 Sport Clips Way, Georgetown, TX 78628  
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