

## Amoena “Butterfly Wish” Consumer Contest Rules

**Introduction:** *Amoena USA Corporation* (“Sponsor”) and is offering a “Butterfly Wish” Giveaway (“Contest”). **NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.**

**Eligibility:** Entrant must be eighteen (18) years of age as of Monday, February 1, 2016, and a resident of the fifty (50) United States, its territories, or the District of Columbia. Employees of Sponsor or Co-Sponsor, Sponsor’s or Co-Sponsor’s parents, subsidiaries, affiliated companies, and agents and the immediate family (defined as parents, spouse, children, siblings, grandparents) of each such employees, and all those with whom such employees are domiciled, are NOT eligible.

**Timing:** Contest begins at 12:00:01 a.m. E.S.T. on Monday, February 1, 2016, and ends at 11:59:59 p.m. E.D.T. on Tuesday, May 31, 2016.

**How to Enter:** To enter, complete and submit the official “WIN! WIN! WIN!” entry form found on the Amoena Butterfly Wish insert you received in the mail or from a participating Amoena retailer. The entry forms must be submitted to the Amoena retailer listed on the insert before the contest closes on May 31, 2016. More than one entry from any person will void ALL entries from that person. Only one (1) entry per person is allowed. Amoena retailer must submit all entries to the Sponsor by mail, with a postmark by Tuesday, June 7, 2016.

**Judging:** This Contest will have one (1) random drawing and three (3) winners for each of the Amoena regions as defined by their sales territories (East/South; Central; West) for a total of three (3) random drawings and nine (9) winners. Each drawing will determine a first, second, and third place winner. Each entrant selected as a potential winner must comply with all terms and conditions set forth in these official rules, and winning is contingent upon fulfilling all such requirements. For each prize, a potential winner will be selected in a random drawing from all correct entries received on or before the entry deadline. The drawing will be conducted on or around June 14, 2016. If a potential winner cannot be contacted within ten (10) days after the first attempt to contact such potential winner, they will be considered to have forfeited their prize and an alternate entrant will be selected in his or her place at random from all entries received, and no obligation will be upheld by Sponsor to forfeited winner.

**Prizes:** Three (3) first-place winners will each receive a prize of one Tiffany Enchant Butterfly pendant/necklace in Sterling Silver (\$250 value); Three (3) second-place winners will each receive a prize of one Pandora braided leather bracelet with Butterfly charm (\$100 value); Three (3) third-place winners will each receive a prize of one James Avery Linked Heart Butterfly ear hooks (\$50 value).

**Total Approximate Retail Value of all Prizes:** \$1200. Sponsor is not responsible for lost or damaged prizes, and none will be replaced. Prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor in the event that the prize cannot be awarded for any reason, in which case, Sponsor will provide a prize of equal or greater value. All taxes, fees and surcharges on prizes are the sole responsibility of winner.

**Other Terms and Conditions:** If any prize or prize notification is returned as undeliverable, the potential winner will be disqualified and another potential winner selected in the place of the disqualified person at random from all entries received on or before the entry deadline. By accepting the prize, the winner agrees that the Sponsor and those acting under the Sponsor’s

# amoena

authority, may use the winner's name, picture/portrait likeness and/or voice, for advertising and promotional purposes in relation to the Contest without further consideration, unless prohibited by law. **BY ACCEPTING THE PRIZE, THE WINNER AGREES THAT THE SPONSOR, ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THE SPONSOR'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY, WINNER FOR ANY LIABILITY FOR ANY INJURY, LOSS, OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS CONTEST OR PARTICIPATION IN ANY CONTEST OR PRIZE RELATED ACTIVITY.** Subject to all federal, state, and local laws. Void where prohibited.

**Miscellaneous:** All entries become the sole property of Sponsor and none will be returned. If for any reason the Contest is not capable of running as planned, including due to tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, alteration of, entries. The Sponsor is not responsible for any problems or delays of any entry to be received by Sponsor on account of negligence by the Amoena retailer in submitting entries to Sponsor and Co-Sponsor entry deadline. Sponsor is not responsible for late, lost, illegible, incomplete, stolen or misdirected entries. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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.**

**Sponsor(s):** The Sponsor of this Contest is *Amoena USA Corporation* whose address is 1701 Barrett Lakes Blvd., Ste. 410, Kennesaw, GA 30144.

Amoena is a registered trademark of Amoena Medizin-Orthopädie-Technik GmbH.